



MERCHANDISE PURCHASE ORDER TERMS & CONDITIONS

The terms and conditions contained herein shall be effective for all goods, materials and merchandise (“**Merchandise**”) sold by you, as seller (“**you**”) to Kohl's, Inc. as buyer (“**Kohl's**” or “**us**” or “**we**”). These terms and conditions, together with the terms contained in, or otherwise incorporated by reference, the following: Kohl's Purchase Order, Kohl's EDI Trading Partners Agreement, Kohl's Standard Vendor Agreement Form (if applicable), Kohls.com Direct Ship Network Policies (if applicable), Kohl's Vendor Partnership Requirements (as defined herein) and Kohl's Terms of Engagement for Kohl's Business Partners, each as amended by Kohl's, in its sole discretion and without notice, from time to time (copies of which you acknowledge you have received and the terms of which you acknowledge you have reviewed) are collectively referred to herein as the “**Purchase Order**.” These terms and conditions, Kohl's Vendor Partnership Requirements, Kohls.com Direct Ship Network Policies, and the Terms of Engagement for Kohl's Business Partners may be found on the Internet at <https://link.kohls.com>.

PURCHASE ORDERS: Our commitment to purchase Merchandise shall arise only at such time as Kohl's issues a Purchase Order for specified quantities of Merchandise and Kohl's obligation to purchase Merchandise shall be limited to the quantities contained in the Purchase Order issued. All shipments against a valid Purchase Order shall be considered acceptance of our Purchase Order. Any estimate or forecasts of Kohl's future needs for Merchandise which may be provided to you by us are for long range planning purposes only and shall in no way represent a commitment of Kohl's. Kohl's shall have no responsibility or liability for any actions taken by you based on such estimates or forecasts.

OFFER & ACCEPTANCE: Our Purchase Order is not valid unless: (a) it is computer generated, pursuant to a valid electronic data interchange (“**EDI**”) transmission; or (b) a written Purchase Order is signed by both our authorized Buyer and our authorized Divisional Merchandise Manager. Shipment to us of any part or all of the Purchase Order shall constitute your acceptance of the Purchase Order for all Merchandise ordered herein and acceptance of all terms.

The terms and conditions contained in our Purchase Order and no others shall constitute the entire contract between us. The Purchase Order and all documents incorporated therein may not be modified by course of dealing or course of performance. Any oral communication between us or any response by you, whether oral or in writing, to modify or supplement the terms of the Purchase Order issued by us shall be ineffective unless such response is in writing executed by us. Kohl's offer to purchase Merchandise from you is expressly limited to the terms and conditions set forth herein. Any deviation by you from our Purchase Order or demand by you for additional or different terms and conditions, or any statement made by you in an invoice or otherwise attempting to make your acceptance conditional on our assent to additional or different terms and conditions shall be of no effect, and are objected to and expressly rejected. Your receipt of our vendor partnership requirements, including those for logistics, routing, EDI, labeling, store-ready and e-commerce ready requirements (including, if applicable, Kohls.com Direct Ship Network Program Vendor Policies) and other requirements provided from time to time (collectively, “**Vendor Partnership Requirements**”) or your acceptance of our Purchase Order shall constitute notice to you and your assent to the Purchase Order as the terms governing all purchases made by us from you.

PAYMENT: Unless a longer period of time is negotiated and reflected on Kohl's Standard Vendor Agreement Form, all Purchase Orders will be subject to net 60 days dating. For those limited situations approved by us where payment is not made by electronic data interchange (“**EDI**”), our Purchase Order is subject to anticipation for prepayment. Discount and anticipation shall be computed from date of receipt of goods to the designated facility or store location designated by us. Merchandise or an invoice received on or after the 25th day of any month shall be deemed received as of the first of the following month unless otherwise specified by us. Undisputed payment(s) shall be made by us in United States Dollars and in accordance with the payment terms previously agreed to by us.

**SHIPMENT OF
MERCHANDISE:**

Time is of the essence. Except for Merchandise shipped direct from you to end-consumers as set forth in the “**Direct Ship Vendors**” section below, all Merchandise must be delivered to our designated carrier as selected by us, on or before the “**Cancellation Date**” as specified in our Purchase Order for Merchandise or services, but not before earliest ship date specified. Merchandise shipped prior to the date specified will, at our option, be subject to storage or handling charges of the greater of: (a) 3% of the face value thereof; or (b) the actual storage costs incurred by Kohl’s. We may regard our Purchase Order as having been lapsed and therefore null and void if Merchandise is delivered to our designated carrier after the Cancellation Date. You acknowledge and agree that any such Merchandise delivered to our designated carrier after the Cancellation Date shall become the sole and exclusive property of Kohl’s with no additional payments owed from Kohl’s to you for such Merchandise.

DIRECT SHIP VENDORS:

If qualified and otherwise approved by Kohl’s, you may participate in Kohls.com Direct Ship Network (“**DSN**”) program subject to your compliance with the DSN Policies, as so amended by Kohl’s, in its sole discretion and without notice, from time-to-time. The DSN Policies (available at <https://link.kohls.com>) set forth supplemental terms to this Purchase Order under which you agree to ship Merchandise directly to Kohl’s end-consumers.

PRICE AND SHIPPING:

The price specified in our Purchase Order shall include all costs of packing Merchandise and all costs of delivery of Merchandise to the free on board shipping point (“**F.O.B. point**”) or other delivery point specified in the applicable Purchase Order, including the following: (a) all duties and taxes (including excise and withholding taxes) payable in any country where production or delivery takes place; (b) any commissions to selling agents; and (c) other incidental charges, whether or not such charges are itemized separately on invoices to us. You shall ship only the quantities of Merchandise ordered by us in the applicable Purchase Order. You shall not make any substitutions without our prior written approval. You shall bill us for the Merchandise at the price specified in the applicable Purchase Order.

**TERMS OF
ENGAGEMENT:**

You acknowledge that we have provided you with access to a copy of Kohl’s Terms of Engagement, which you have read and understood. You (including any of your subcontractors and suppliers) shall comply with and support the Terms of Engagement and shall not take any action which will violate the Terms of Engagement. You shall report to us any violations or attempted violations of the Terms of Engagement and certify your compliance (including compliance by any of your subcontractors and suppliers) with our Terms of Engagement as requested to do so by us.

**NEW STORE /
E-FULFILLMENT
CENTER DISCOUNTS:**

All Purchase Orders or portions of Purchase Orders designated by us to stock new store locations or e-fulfillment centers (collectively, “**Buildings**”) to be operated by us and any Purchase Order issued in the next thirty (30) days following the opening of the new Buildings are subject to a new Buildings discount of a minimum of five percent (5%) and in addition to the payment terms described above, a minimum of sixty (60) additional days from receipt of verification by us within which to pay for the Merchandise. In addition, if no relevant Purchase Orders were placed during the first thirty (30) days following the opening of the new Buildings, for a period of up to one (1) year after the opening of the new Buildings, the new Buildings discount and additional dating will apply against the first Purchase Order or portion of Purchase Orders designated by us to stock the new Buildings and all subsequent Purchase Orders or portions of Purchase Orders designated by us to stock the new Buildings for the following thirty (30) days.

NO VERBAL CHANGES:

Our Purchase Order may not be changed or terminated verbally. No change or termination of our Purchase Order made at any time shall be binding on us unless signed by both our authorized Buyer and authorized Divisional Merchandise Manager.

ASSIGNMENT:

You agree not to assign any rights or delegate any duties hereunder, except the right to receive payment for conforming Merchandise. Any other assignment or delegation, whether by operation of law or otherwise, is void and not binding on us without our prior written consent. No assignment or delegation (including assignment of the right to receive payment), with or without notice, shall bar us from asserting against you or the transferee or both any claim against you whether or not arising

out of our Purchase Order and whether or not accrued at the time of assignment or delegation. Any adjustments made with you or returns made to you for credit shall be binding upon you and any assignee or delegatee. If you make any assignment or delegation in violation of the foregoing, in addition to our other rights and remedies available under our Purchase Order, at law or in equity, we may cancel the undelivered balance of our Purchase Order without liability to us except for Merchandise previously accepted.

CANCELLATION:

We may cancel our Purchase Order in whole or in part without your authorization and at Kohl's sole and absolute discretion in the event of any of the following, each of which it is agreed will substantially impair the value of the whole Purchase Order to us: (a) there is any breach of your representations and/or warranties hereunder; (b) there is any delay in delivery or performance or departure from delivery and routing instructions; (c) there is any variation from the quantities, quality, specifications, merchandise samples, assortment, prices, services or other terms and conditions specified in this Purchase Order; (d) there is any breach of your obligations hereunder; (e) the Merchandise becomes the subject of any claim by any third party; (f) you become insolvent or make an assignment for the benefit of creditors, or a receiver for your assets or business is appointed or Kohl's reasonably believes you may become insolvent or subject to bankruptcy or receivership proceedings; or (g) in the event of acts of God (including, but not limited to, natural disasters, fire, flood, earthquake and disease outbreaks), lock-out, strike, war, civil commotion or disturbances, acts of public enemies, government restrictions, riots, insurrections, sabotage, blockage, embargo, or other causes beyond our reasonable control. In such event, you shall immediately stop all work and observe any instruction from us as to work in process. Cancellation by Kohl's for any of the foregoing reasons shall constitute "for cause" and shall not subject us to any liability, cost, or charge whatsoever. In the event of such cancellation, or any cancellation for cause, Kohl's may take possession of the Merchandise and any materials and equipment being used by you and may cause the Merchandise to be completed in such manner as Kohl's shall determine and you shall reimburse Kohl's for the cost of completion. We may also cancel this Purchase Order in whole or in part without cause at any time, in which case you shall take immediate steps to mitigate any expenses related to your performance hereunder. In the event of such cancellation without cause, our maximum liability to you shall be limited to the lesser of (i) your expenses reasonably, necessary and actually incurred, if any, under this Purchase Order; or (ii) the contract price of that portion of this Purchase Order fully and properly performed by you and received by us prior to such cancellation.

**USE OF PURCHASER'S
TRADE NAME AND
TRADEMARKS:**

KIN, Inc. is the owner of certain intellectual property rights including the "Kohl's" and "Kohl's, Inc." trademarks, related logos/design marks and trade names, as well as various private brand names and logo/design marks, marketing handles and slogans and other trademarks relating to Merchandise (collectively with any other trademarks licensed to us by third parties, "**Kohl's Branding**"). We have licensed these intellectual property rights from KIN, Inc. and are obligated to ensure correct usage of such intangible assets. You agree not to use "Kohl's" or "Kohl's, Inc." or any other Kohl's Branding directly or indirectly for any purpose, including, but not limited to, advertising or publicity purposes (including, but not limited to, referencing Kohl's or other Kohl's Branding in press releases, marketing or promotional materials or customer lists) without, in each instance, obtaining the prior written consent of the Senior Vice President of Public Relations for Kohl's.

If we direct you to mark or label any Merchandise with Kohl's Branding, such marking or labeling shall be limited to the indicated quantities of such Merchandise in the Purchase Order and shall be done in accordance with our specific instructions. You shall not sell or otherwise dispose of, nor permit the sale or disposal of, any Merchandise bearing any Kohl's Branding (including, but not limited to, any factory overruns, any rejected Merchandise or nonconforming Merchandise) to anyone other than us without first obtaining our express written consent and then only after first removing all Kohl's Branding prior to such sale or disposal. You shall bear all costs and expenses relating to such removal. Without limiting the foregoing, you shall not dispose of any Merchandise anywhere in North America, including, the United States (and its Territories), Canada and Mexico, that is not purchased by us without our prior written authorization, which may be withheld at our sole and absolute discretion. We may elect, but shall have no obligation, to purchase from you any

surplus labels, packaging or other materials bearing Kohl's Branding. All such materials not purchased from you by us shall be destroyed at the cancellation or termination of the Purchase Order. You shall have no interest or rights in any Kohl's Branding. You shall not claim or seek protection that may be available for any intellectual property contained in, incorporated into, or derived from Kohl's Branding, and you shall cooperate with Kohl's (and Kohl's, Inc.) and provide to Kohl's (and Kohl's, Inc.) all assistance reasonably required for Kohl's (and Kohl's, Inc.) to obtain or protect such rights. Any approved use of Kohl's Branding by you and the goodwill generated thereby shall inure to the benefit and be the property of Kohl's. The provisions of this Section shall survive the cancellation or termination of any Purchase Order. You acknowledge that your violation of any provision set forth herein constitutes a breach of this Purchase Order that will cause immediate and irreparable harm and that we will be entitled to entry of (among other things) immediate preliminary and/or permanent injunctive relief against you. Merchandise (irrespective of whether it is defective or nonconforming) that bears any Kohl's Branding, trademarks, logos/design marks, trade names, artwork, graphic designs or marketing handles and slogans may not be disposed of by you without our prior written authorization, which may be withheld at our sole and absolute discretion.

**ARTWORK/GRAPHIC
DESIGN AND PATENTS:**

You agree that all artwork, graphics, designs, patterns, prints, trade dress, ornamental features, product configurations, technical features and inventions (collectively "**Designs and Inventions**") created, adapted, produced or designed by you specifically for us or jointly developed with us in the course of selling Merchandise to us or performing services for us or provided by us to you, together with any trademarks, copyrights or patents on such Designs and Inventions are Kohl's exclusive property. To the extent the Designs and Inventions are eligible for copyright protection, the Designs and Inventions will at all times be deemed a "**Work Made For Hire**" within the meaning of the United States Copyright Act 17 U.S.C. 101 *et. seq.* The exclusive ownership of the Designs and Inventions shall at all times be held by Kohl's or any of its affiliated companies. Kohl's shall for all purposes be, and shall be treated as the author of the Designs and Inventions. To the extent that the Designs and Inventions are not for any reason held to be a Work Made For Hire under any applicable law, you hereby irrevocably assign to Kohl's all right, title and interest in and to the other intellectual property rights and shall execute such other documents, instruments and writings as may be requested by Kohl's from time to time to better protect its ownership interest in the Designs and Inventions. You shall not disclose Designs and Inventions to anyone other than to us or your employees solely within the context of your employees' work for us. Such Designs and Inventions shall be used only on Merchandise manufactured for or sold to us. You shall not claim or seek protection that may be available for any intellectual property contained in, incorporated into, or derived from the Merchandise or Designs and Inventions, and you shall cooperate with Kohl's and provide to Kohl's all assistance reasonably required for Kohl's to obtain or protect such rights. You shall not sell or deliver or cause to be sold or delivered to any party other than Kohl's any Merchandise bearing Kohl's Designs and Inventions or Work Made for Hire, including, but not limited to, overruns, seconds or irregular merchandise that Kohl's has refused to accept or has returned to you.

**MERCHANDISE TO BE
BRANDED UNDER
KOHL'S
PRIVATE
BRANDS:**

Without limiting the foregoing provisions under the Artwork/Graphic Design and Patents section, special considerations arise when Merchandise purchased by us is branded under Kohl's private label brands, including, but not limited to, brands owned and/or licensed by Kohl's (collectively, "**Private Brand(s)**"). As such, with respect to any and all Merchandise you supply to us under a Kohl's Private Brand, you hereby expressly acknowledge and agree, in addition to all other terms set forth herein, that Designs and Inventions (as defined above) developed, created, adapted, produced or designed by you or developed jointly with us of any kind or nature (draft form, final or otherwise) for us in the course of providing any Kohl's Private Brand label Merchandise (collectively, "**Private Brand Designs and Inventions**") are Kohl's exclusive property. To the extent the Private Brand Designs and Inventions are eligible for copyright protection, the Private Brand Designs and Inventions will at all times be deemed a Work Made for Hire within the meaning of the United States Copyright Act 17 U.S.C. 101 *et. seq.* The exclusive ownership of the Private Brand Designs and Inventions shall at all times be held by Kohl's or any of its affiliated companies. Kohl's shall for all purposes be, and shall be treated as the author of the Private Brand Designs and Inventions. To the extent that the Private Brand Designs and Inventions are not for any reason held to be a Work Made For Hire under any applicable law, you hereby

irrevocably assign to Kohl's all right, title, and interest in and to the other intellectual property rights and shall execute such other documents, instruments, and writings as may be requested by Kohl's from time to time to better protect its ownership interest in the Private Brand Designs and Inventions. You agree not to disclose the Private Brand Designs and Inventions to anyone other than Kohl's, and the Private Brand Designs and Inventions shall be used only in connection with the Kohl's Private Brand Merchandise ordered by Kohl's from time to time. You acknowledge that, except as expressly set forth in this Purchase Order, no other right or license is granted to you, and you shall not claim or seek protection that may be available for any intellectual property contained in, incorporated into, or derived from Kohl's Private Brand Merchandise or Private Brand Designs and Inventions, and you shall cooperate with us and provide to us all assistance reasonably required for Kohl's to obtain or protect such rights. Your use of Kohl's Private Brands and Private Brand Designs and Inventions shall be developed, modified and executed solely at our direction and in our discretion. Further, any co-branding on Private Brand Merchandise shall be subject to the restrictions set forth herein and contingent upon Kohl's express authorization and approval. In addition to all other representations and warranties in the Purchase Order, you represent and warrant the following: (a) the Private Brand Designs and Inventions are new, original and created exclusively for use on Kohl's Private Brand Merchandise; (b) the Private Brand Designs and Inventions have never been the subject of any lawsuit, threatened lawsuit or other intellectual property or contractual claim by any third party; (c) the Private Brand Designs and Inventions are in compliance with all Applicable Laws, as defined below; (d) reproduction, sale or use of the Private Brand Designs and Inventions by us or any of our affiliated companies in any manner of our choosing, including, but not limited to, the production of other merchandise for sale, will not constitute an infringement or violation of the rights of any person or company with respect to the Private Brand Designs and Inventions; and (e) in addition to any other right or remedy available to Kohl's under our Purchase Order, you shall indemnify, defend, and hold Kohl's, its parent, subsidiaries, and affiliates, their respective successors and assigns, and each of the foregoing entity's respective directors, officers, employees, agents, assignees, and representatives ("**the Kohl's Indemnitees**") harmless from and against any and all Claims, as defined in the Indemnification section herein, which the Kohl's Indemnitees may suffer, sustain, or become subject to arising out of your performance or non-performance of your duties hereunder and/or your breach of the representations or warranties set forth herein and/or any injury, loss or other damage in any way related to the Merchandise.

MERCHANTABILITY:

You certify, warrant, covenant, and represent that all Merchandise (including all of its related packaging, labeling, and printed and digital materials) delivered pursuant to our Purchase Order will: (a) conform to the description and specifications thereof contained herein and the Merchandise samples, models, or specimens supplied to Kohl's; (b) be free from any defects in design, construction, material, packaging, or workmanship; (c) be free of any harmful or toxic substances; (d) not constitute a product or service subject to Applicable Law(s) governing marketing and/or advertising restrictions pertaining to a "Child," "Minor," or similarly defined individual (as defined by the respective Applicable Law); (d) be free of any real animal fur; (e) be free of any tin, tantalum, tungsten or gold (as well as any other minerals which may be designated as "conflict minerals" pursuant to the Dodd-Frank Act) that directly or indirectly finance or benefit conflict in the Democratic Republic of the Congo or any adjoining country, and you have put in place processes, frameworks and management systems to ensure the foregoing; (f) satisfy any registration or license requirements and otherwise be merchantable at the time of delivery to us and at time of use by our customers; (g) be fit and safe for sale and any use by us or our customers for which such items are originally intended and any particular intended use of or for which you or your agents have knowledge; (h) be free and clear of any and all liens and other encumbrances. You understand and expressly acknowledge that you are responsible, and solely liable, for ensuring that all Merchandise you sell to Kohl's meets these and the other requirements set forth in our Purchase Order, including, any other express representations, warranties, covenants or guarantees heretofore or hereafter made by you, regardless of who actually designs or manufacturers the Merchandise in whole or in part. You are also responsible for notifying Kohl's immediately of any failure to meet such requirements, including providing written notice to Kohl's of Merchandise recalls.

You shall defend, indemnify, and hold the Kohl's Indemnitees harmless from and against all Claims, as defined in the Indemnification section herein, on account of any defects in the

Merchandise or on account of any breach of this warranty and the terms hereof including, but not limited to, compliance with all Applicable Laws. Your defense, indemnification, and hold harmless obligations shall apply to any recall of Merchandise, voluntary or involuntary, including as requested or required by any government agency, including reimbursement of all costs and expenses as may be required of Kohl's to assure compliance with Applicable Laws. In addition, and without limiting any other representations, warranties or indemnification obligations set forth herein, at your sole cost and expense, you shall defend, indemnify, and hold the Kohl's Indemnitees harmless from any and all Claims arising out of, or in any manner based upon the performance or nonperformance of this Purchase Order (including, but not limited to, any breach of any representations or warranties set forth herein), or arising or occurring by the purchase, use, or sale of the Merchandise or advertising of the Merchandise.

Without limiting any of your certifications, warranties, covenants, representations, liabilities, and obligations within this Purchase Order (including, but not limited to your indemnification obligations), for a period of at least two (2) years after your fulfillment of each Purchase Order, you agree to maintain, at your own expense, general liability and product liability insurance providing broad form vendor's coverage in each case to afford protection to the limits of not less than that customarily maintained by comparable vendors and suppliers, but, in any event, the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. You shall also maintain workers' compensation insurance, as required by law, and employers' liability in the minimum amount of \$1,000,000. Limits may be obtained through any combination of primary and excess carriers. Upon request and in a manner determined by Kohl's, you shall provide Kohl's with proof of the acquisition of all of the insurance coverage required hereunder in the form of one or more Certificates of Insurance. You shall provide Kohl's with thirty (30) days prior written notice of any material change in the policy(ies). All required insurance policies shall be maintained with recognized insurance carriers with an A.M Best rating of "A-" or better, shall name the Kohl's Indemnitees as additional insureds for all required insurance policies, excluding workers' compensation. All policies shall be primary and non-contributory to any insurance maintained, available to, or provided by Kohl's, and you shall cause your insurers to waive their right of subrogation against the Kohl's Indemnitees. The insurance coverage required herein shall not limit the extent of your responsibilities or liabilities as specified in this Purchase Order and/or as required by law.

INSURANCE:

COMPLIANCE WITH LAWS; VENDOR COVENANTS:

You certify, warrant, covenant, and represent that: (a) You (including any and all of your subcontractors and suppliers) have and will comply with all Applicable Laws relevant to your performance under this Purchase Order; (b) all Merchandise delivered pursuant to our Purchase Order was produced, processed, manufactured, tested, represented, described, packaged, labeled, tagged, packed, advertised, sold, invoiced and transported in full compliance with all Applicable Laws; (c) all materials incorporated into the Merchandise comply with all Applicable Laws, including, but not limited to, the laws regarding slavery and human trafficking of the country or countries in which you are doing business; (d) You have not and shall not engage in any rating or review, endorsement and/or testimonial of your Merchandise on kohls.com or in any other advertising medium in violation of the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising; (e) your product descriptions, attributes and claims, whether implied or express, are truthful, accurate and otherwise comply with the Federal Trade Commission's Policy Statement Regarding Advertising Substantiation, as well as analogous state policies and Applicable Laws; (f) our acquisition, advertising and/or sale of Merchandise shall not violate any Applicable Law. "**Applicable Law(s)**" shall include, but not be limited to: (i) all existing laws, regulations, standards, orders, and rulings, as amended, together in all standards, rules, and guides of all United States Federal, state, and local governments (and all departments, boards, bureaus and commissions thereof), including, but not limited to the Federal Trade Commission Act, Fair Labor Standards Act, the Tariff Act of 1930, the Consumer Product Safety Act, the Consumer Product Safety Improvement Act of 2008, the Flammable Fabrics Act, the Textile Fiber Products Identification Act and regulations relating to statement of fiber content of rayons, wool, linens and other textiles contained in such Merchandise, the Wool Products Labeling Act, the Care Labeling Rule, the Fair Packaging and Labeling Act, the Magnusson-Moss Warranty Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, the Radiation Control for Health and Safety Act, the Lacey Act, the Food, Drug and Cosmetics Act, the

Agricultural Act of 2014, the Agricultural Improvement Act of 2018 the Federal Child Labor Act, the Occupational Safety and Health Act, the Fur Products Labeling Act, California's Proposition 65, the California Air Resource Board Composite Wood Regulations, the Clean Diamonds Trade Act, the Kimberly Process Certification, the Bank Secrecy Act (and any other anti-money laundering regulations), the Foreign Corrupt Practices Act, the Office of Foreign Assets Control's sanctions program, and all United Nations' resolutions; and (ii) the laws, regulations and rules of all countries in which Merchandise is produced, stored, delivered, and/or transported to, from, and/or through. You certify that the country of origin of all Merchandise will be as listed on the Merchandise labels; and, you further certify that the Merchandise packaging, product descriptions, and other advertising shall not include any Made-in-the-USA claims (or variations thereof) unless the Merchandise satisfies the requirements set forth by both the Federal Trade Commission and all Applicable Law(s) governing such claims. All electrical products shipped to us must be certified and approved by Underwriters Laboratory or ETL SEMKO. As to Merchandise manufactured outside the United States, you shall also comply with all applicable laws of the country where the Merchandise was manufactured.

You agree to execute or supply upon our request any certificates and other reasonable documents in form satisfactory to us or laboratory results which we may require to evidence your compliance with the foregoing. You agree to furnish us with any continuing guaranty filed with the Federal Trade Commission or Consumer Product Safety Commission indicating that the products covered by our Purchase Order are properly labeled in accordance with the particular law and regulations pertaining thereto and comply with applicable standards or tests relating thereto. Your failure to provide any documents, certificates, warranties or laboratory results which we request to verify or warrant your compliance with Applicable Law shall be deemed to be a material breach of the terms and conditions of our Purchase Order.

You warrant and represent that your workers are treated fairly and who in all cases are performing work voluntarily, not put at risk of physical harm, fairly compensated, and allowed the right of free association and not exploited in anyway. In addition to representing and warranting that you will fully comply with Kohl's Terms of Engagement for Kohl's Business Partners, you further certify, warrant and represent that you and any and all of your subcontractors and suppliers have not: (a) utilized child labor (child is a person who is younger than 15 (or 14 where the law of that country permits) or younger than the age for completing compulsory education in the county where such age is higher than 15); (b) utilized prison or forced labor (forced labor is work or service which is extracted from any person through the use of force, fraud, coercion or under the threat of penalty for his or her nonperformance and for which the worker does not offer himself or herself voluntarily and includes without limitation, prison and slave labor or any form of human trafficking for the purposes thereof); (c) engaged in discriminatory practices on the basis of gender, age, disability, sexual orientation, racial characteristics, or cultural or religious beliefs; (d) permitted the use of corporal punishment, harassment, coercion, abuse or intimidation; (e) engaged in bribes, kick-backs or other similar unlawful or improper payments to any person or entity to obtain or retain business; and (f) engaged in, or have any knowledge of, illegal transshipment or willful manipulation of country of origin or U.S. Customs category information related to Merchandise sold to us. You warrant and represent that all wages, benefits and working hours set by you and any and all of your subcontractors and suppliers to process, manufacture, label or ship the Merchandise will comply with all Applicable Laws and other requirements in Kohl's Terms of Engagement for Kohl's Business Partners. You further warrant and represent that your workers are covered by workers compensation insurance to the full extent required by Applicable Law. You agree to defend, indemnify, and hold the Kohl's Indemnitees harmless from your breach of these warranties and representations, or any other representations or warranties contained in the Purchase Order. If you breach these warranties and representations, we may take all appropriate corrective action, which may include cancellation of this Purchase Order or any other Purchase Orders placed with you by us, or treating the Merchandise as defective Merchandise, in addition to any other remedies at law or in equity.

All of your representations, warranties, certifications and/or covenants set forth herein shall survive any delivery, inspection, acceptance or payment of or for the Merchandise by Kohl's. Further, all of your representations, warranties, certifications and/or covenants set forth herein are cumulative and

in addition to any other warranty provided by law or equity.

**CUSTOMS-TRADE
PARTNERSHIP AGAINST
TERRORISM:**

As a participant in the Customs-Trade Partnership Against Terrorism (“C-TPAT”) program, Kohl’s is committed to strengthening overall supply chain security, and we expect our supply chain business partners to share that commitment. To that end, you hereby expressly agree: (a) to provide all requested assistance to Kohl’s necessary to fulfill Kohl’s C-TPAT commitments and obligations; and (b) to comply with any and all current or future laws, regulations, rules, industry guidelines or recognized best practices relating to supply chain security and anti-terrorism. Without limiting the foregoing, you agree to follow any relevant requirements, guidelines or instructions set out by the U.S. Customs and Border Protection (www.cbp.gov), including, but not limited to, having a written security procedure plan in place that addresses physical security, access controls, procedural security, personnel security, education and training awareness and threat awareness.

INDEMNIFICATION:

In addition to any other indemnification obligations set forth herein, you agree to defend, indemnify, and hold the Kohl’s Indemnitees harmless against any and all Claims arising out of, as a result of, or in connection with your breach of any representation(s) and/or warrant(ies), you or your subcontractors’ performance or non-performance under the Purchase Order, and/or the actions or omissions, negligence, or willful wrongdoing of you or your subcontractors, which indemnity shall survive the expiration or termination of the Purchase Order. “Claim(s)” shall mean, individually or collectively, any allegations, demands, claims, charges, liabilities, damages, causes of actions, suits, proceedings, judgments, awards, orders, decrees, fines, penalties, debts, losses, costs, or expenses, including, but not limited to, attorneys’ fees, court costs and costs of settlement of any kind, that Kohl’s may suffer, sustain or become subject to arising out of, resulting from or in connection with your performance or nonperformance of your duties hereunder and/or your breach of any of the warranties and representations contained in our Purchase Order and/or your (or any of your subcontractors and suppliers) negligence, recklessness or intentional misconduct, and/or as a result of any Claims concerning the Merchandise in any way, including, but not limited, assertions regarding product safety, strict liability, injury, loss or other damage in any way related to the Merchandise or other Merchandise defects, or the use, sale, advertising or display of the Merchandise. You further agree to defend, indemnify, and hold the Kohl’s Indemnitees harmless against any Claim of infringement of patents, copyrights, trademarks, tradenames, trade dress, trade secrets or any other proprietary or intellectual property rights or any claim of unfair competition or deceptive trade practice or a violation of any right of publicity, in connection with the Merchandise covered by our Purchase Order. You also agree to defend, indemnify, and hold the Kohl’s Indemnitees harmless against any Claim, which Kohl’s may suffer, sustain or become subject to arising out of: (a) any act, omission or negligence by you, your employees, agents, affiliates, subcontractors, and/or suppliers; (b) damage to or destruction of personal or real property of any of the Kohl’s Indemnitees or any third party or the injury or death to persons, including without limitation, employees or invitees of any of the Kohl’s Indemnitees and you, your employees, agents, affiliates, subcontractors, and/or suppliers; (c) any personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any Merchandise; and (d) any defect in material, workmanship or design. You understand and expressly acknowledge that the defense and indemnification obligations set forth herein are without regard to any of the Kohl’s Indemnitees’ involvement, if any, in the creation and development of the Designs and Inventions, Private Brand Designs and Inventions or the development of the Merchandise or whether Kohl’s inspected the Merchandise. You are ultimately responsible, and solely liable, for the Merchandise you sell to the Kohl’s Indemnitees regardless of who actually designs or manufacturers the Merchandise in whole or in part.

You acknowledge and agree that you will promptly respond to Kohl’s notification of any Claim and shall promptly confirm your defense and indemnification of the Kohl’s Indemnitees as required herein and resolve the Claim on the Kohl’s Indemnitees’ behalf. In addition to any other rights or remedies set forth herein, in the event you fail to promptly respond to Kohl’s notification of any Claim and/or fail to promptly confirm your defense and indemnification of the Kohl’s Indemnitees as required herein, you will be responsible to reimburse the Kohl’s Indemnitees any fees they may incur including attorney’s fees and costs to pursue your compliance (or compliance of any of your subcontractors and suppliers) to the terms, conditions, representations and warranties set forth in

this Purchase Order. At no time shall you attempt to bind any of the Kohl's Indemnitees to any settlement agreement that contains restrictions or other material limitations on any of the Kohl's Indemnitees and/or includes any admission of liability without first receiving Kohl's prior written authorization, which may be withheld at our sole and absolute discretion.

**WRITTEN
WARRANTIES:**

In addition to the warranties contained herein, if a written warranty is offered with any Merchandise included in our Purchase Order, you shall ensure that all such warranties and any communications relating thereto comply with all Applicable Laws. You further agree to provide as many copies of any such additional warranties or communications as may be required by us from time to time. Any such additional written warrant(ies) shall be incorporated herein and deemed a part of this Purchase Order; provided, however, such warrant(ies) shall not contain any language that is inconsistent with this Purchase Order nor in any way lessen any of your certifications, warranties, covenants, representations, liabilities, and/or obligations hereunder.

NON-INFRINGEMENT:

You grant to us a nonexclusive, royalty free license and right to use certain of your trademarks, tradenames, brand logos, graphics, packaging images, copyrights and patents relating to the Merchandise to be incorporated into our advertising, merchandising, promotional materials, press kits, in-store graphics, on our websites and in our mobile applications. You warrant, covenant, and represent that these materials, the Merchandise delivered pursuant to our Purchase Order and your conduct (or that of your agents, subcontractors and suppliers) will not infringe or encroach upon the contractual or proprietary rights of any other person, firm or corporation, including without limitation, the designs, design patents, patents, trademarks, trade names, trade dress, copyrights, rights of privacy and publicity, trade secrets and other proprietary or intellectual property rights of any third party and you agree to defend, indemnify, and hold the Kohl's Indemnitees harmless from any Claim, as defined in the Indemnification section herein, which arises, grows out of or results from any claim of infringement of patents, copyrights, trademarks, tradenames, trade dress, trade secrets or any other proprietary or intellectual property rights or any claim of unfair competition or deceptive trade practice, in connection with the Merchandise covered by our Purchase Order.

**DEFECTIVE
MERCHANDISE:**

We reserve the right to cancel at our sole and absolute discretion, without your authorization, at any time, any unshipped portion of our Purchase Order and to return at any time, for full credit at your expense (including but not limited to cost of packing and transportation to and from source) and risk, all or any part of materials or Merchandise shipped hereunder which is defective in material, design, and/or workmanship or which differs in any way from the terms, specifications and warranties herein contained or implied by law (including, without limitation, Merchandise shipped in excess of quantities ordered and Merchandise which deviates from sizes, colors, styles, samples and quality ordered), and you shall have no right thereafter to cure such defects or failure to conform to such specifications and warranties. In the event you fail to accept or facilitate our return of defective and/or damaged Merchandise within a reasonable period of time after receiving our notice, or Kohl's determines that such return is not the appropriate business course of action based upon the circumstances, then we shall, in addition to all other rights and remedies set forth herein or available under law or equity, have the right to dispose of the defective and/or damaged Merchandise at your expense and as we see fit and you waive all rights to the defective and/or damaged Merchandise thereafter. We reserve the right (but shall not be obligated) to repair any defects and debit your account with the expenses involved when in our sole judgment the cost of making such repairs would be less than the cost of replacement by you or cancellation of our Purchase Order.

SAMPLES:

All Merchandise shall conform to Merchandise samples, models or specimens previously approved by us. No change or deviation from the Merchandise samples, models or specimens or the method of production shall be made without our prior written approval. If samples are requested by our Purchase Order, you shall not forward quantity shipments until we have approved the samples submitted by you fabricated by the method to be used in such quantity shipments.

**NONCONFORMING
MERCHANDISE:**

We reserve the right to reject or cancel any unshipped portions of our Purchase Order and return, for full credit and without prior authorization, at your expense and risk, all or part of any shipments (whether in our possession or in transit) should any Merchandise differ in any way from the terms,

specifications (including any samples, models or specimens supplied to Kohl's), or warranties implied by law or contained in our Purchase Order or in our Vendor Partnership Requirements relating to our Purchase Order. Any such nonconforming merchandise shall be treated as defective merchandise, as set forth above. At our option, Merchandise may be returned to you F.O.B. our specified receiving location, freight collect or otherwise disposed of at your cost as described in the Defective Merchandise section above. Nonconforming or defective Merchandise bearing any Kohl's Branding, Designs and Inventions, or Private Brand Designs and Inventions adopted, produced or designed by us or by you for us may not be disposed by you within North America, including the United States (and its Territories), Canada and Mexico without our prior written consent, which may be withheld at our sole and absolute discretion.

MERCHANDISE TESTING:

Merchandise shall comply and be accompanied by such material as necessary to comply with all Applicable Laws. Merchandise shall have been subjected to reasonable and representative tests, including in accordance with procedures under any Applicable Law including, but not limited to, all laws, rules and regulations referred to in the section of this Purchase Order entitled "Compliance With Laws; Vender Covenants." Merchandise must comply under the Flammable Fabrics Act and demonstrate that fabrics used or contained in the Merchandise fabric otherwise subject to the Act and covered by and in the form delivered under this Purchase Order are not so highly flammable as to be dangerous when worn by individuals and where required, are marked or labeled in accordance with and are otherwise promulgated thereunder and amendments made thereto. At our request, you shall immediately provide any records relating to the testing and inspection of the Merchandise. Further, at our request, you shall immediately submit, at your expense, additional samples of the Merchandise ordered pursuant to our Purchase Order for additional testing or examination at laboratories of our choosing or approved by us. We further reserve the right (but not the obligation) to conduct additional testing at laboratories of our choosing, at your expense, for any Merchandise you previously shipped to us. Our right to require or perform such additional testing shall be in addition to any rights we have to inspect and examine such Merchandise. Our acceptance of any Merchandise tested or examined (or our failure or refusal to require submission of the Merchandise for additional testing or examination) shall not be deemed a waiver of any Merchandise specification, warranty or guaranty expressed herein or implied by law.

MANUFACTURING:

Upon our request, you shall provide us with specific information in such detail as we may reasonably request, as to the location(s) and method(s) of manufacturing Merchandise. You shall provide us with prior written notice of any change in the location(s) of manufacturing Merchandise, and you shall be fully responsible for all costs and/or delays resulting from such changes. Without advance notice but during regular business hours, our designated representatives and any independent inspectors approved by us may inspect any production facilities at which any Merchandise or any components for Merchandise are being produced (including inspection of any of your facilities or facilities of any of your subcontractors and suppliers at your sole expense by us or an independent monitor selected and approved by us) and any and all Merchandise at any stage of production or delivery (including at the delivery point specified in the applicable Purchase Order). We may require you to have Merchandise inspected prior to its shipment to the United States, such inspection to be performed at your sole expense, by an independent inspector approved by us. You shall provide Kohl's with notice of and all documentation relating to any inspection and/or any corrective action taken by you with respect to any Merchandise. Any inspection, any documentation thereof, and any corrective actions taken by you with respect to any Merchandise shall not be deemed an acceptance of any Merchandise or a waiver of any non-conformities or defects in any Merchandise and shall not excuse any failure by you to deliver Merchandise in accordance with the terms of the applicable Purchase Order.

CUSTOMER RETURNS:

No printed materials or illustrations of any kind, including restrictions on consumers' rights to return Merchandise, except as required by law or approved in writing by us may be included anywhere with the packaging of the Merchandise which is the subject of our Purchase Order. In addition to any other remedies we may have hereunder, we may remove such offending materials and repackage the Merchandise at your sole cost and expense.

TIME FOR DELIVERY:

Time is of the essence as to the dates specified herein for shipment and delivery. You bear sole

responsibility for (a) shipment after the Cancellation Date specified on our Purchase Order or (b) shipment before the “**Shipping Date**”, as specified on our Purchase Order. In addition to any other rights or remedies set forth herein, violations of such shipment or delivery terms constitute a material breach, and may result in automatic cancellation of our Purchase Order, with Merchandise rejected by us may be returned to you without your authorization and at your expense, including our administrative expense.

EXTRA CHARGES:

Except as specified in our Purchase Order, in our Vendor Partnership Requirements, or as otherwise agreed to by us, in writing, the prices recorded on our Purchase Order are not subject to any additional or extra charges, including but not limited to charges for pre-packs, cartons, carton markings, hangers, price tickets, hang tags, hanging bars, handling, drop shipments, insurance, cartage or minimum orders or any taxes or excise charges levied on processors, manufacturers, wholesalers or otherwise.

PRICE PROTECTION:

Our Purchase Order is placed with the understanding that you are willing to sell the same Merchandise sold hereunder at equivalent prices and on proportionally equal terms to any other purchaser similarly situated. If, before the final delivery under our Purchase Order, you offer to sell Merchandise substantially of the same kind as ordered herein to any other purchaser similarly situated, at lower prices and/or on terms more favorable to the purchaser than stated in our Purchase Order, the prices and/or terms in our Purchase Order are hereby automatically revised to equal the lowest prices and/or most favorable terms at which you so offer to sell such Merchandise, and payment hereunder shall be made according to the lowest prices and the more favorable terms at which you so offered this Merchandise. You shall meet lower prices of legitimate competition or in lieu thereof, accept cancellation of this Purchase Order.

Kohl’s independently sets its retail prices and expressly reserves, and you expressly recognize and acknowledge, Kohl’s right to determine its own resale pricing for any and all Merchandise.

DEBIT BALANCES:

Upon written notice, you shall immediately refund any amount due us under our Purchase Order or for any other reason.

SET-OFF:

You agree that, without prejudice to any other right or remedy available to us, we may set-off at any time any amounts which may become owed to us by you or your parent, subsidiary, affiliate, predecessor or successor under our Purchase Order or otherwise against payment of any amounts due from us to you or your parent, subsidiary, affiliate predecessor or successor to us whether arising under our Purchase Order or otherwise.

You have no right to set-off whatsoever.

PASSAGE OF TITLE:

We shall have no obligation to unpack or inspect the Merchandise prior to resale thereof. You shall be responsible for the consequences of negligent manufacturing and packing and for the consequences of negligent handling prior to the point when we assume ownership of the Merchandise. Payment of freight charges shall not determine passage of title or which party bears the risk of loss while Merchandise is in transit. Until we have inspected the Merchandise shipped under our Purchase Order and accepted it as being in conformity with our Purchase Order and all representations and warranties made by you with respect to such Merchandise, your delivery obligation shall not be deemed complete, nor shall title pass to us, notwithstanding that you were instructed to route the Merchandise to a consolidation facility prior to delivery to our receiving location. Risk of loss and damage to Merchandise shall pass from you to us only upon our receipt, inspection and acceptance of the Merchandise at our designated receiving facility or store location, regardless of which party pays the transportation costs.

OVERSEAS IMPORTS:

All invoices for Merchandise must be written in the English language, must set forth prices solely in United States Dollars which is the currency on which payment will be made, and specify the country of origin, the name of an English-speaking employee of yours, if any, who has knowledge

or can readily obtain knowledge of this transaction, the number of this Purchase Order, the style number and our item number shown on the Purchase Order, the quantities shipped, the carrier used and, if then available, the bill of lading number. All discounts and charges must be reflected separately on your invoice.

All documentation required by the U.S. Customs laws and regulations, the Consumer Product Safety Commission laws and regulations, the Federal Trade Commission laws and regulations and rules of any other government or authority in order for the Merchandise to be delivered to our distribution centers (including, without limitation, commercial invoices, packing lists, country of origin declarations, applicable quotas, visas, textile declarations, certificates of compliance or general certificates of conformity, bills of lading or other governmental authorizations that may be required for lawful and expeditious export from the country of origin and subsequent importation to us) is your responsibility and you must provide complete sets of such documentation, one for each of our distribution centers at the time of shipment. You shall comply with U.S. laws and regulations relating to the Merchandise and the shipment and transportation thereof, including the C-TPAT and Importer Security Filing (“ISF”) laws and regulations and you agree to maintain adequate records related thereto and certify your compliance to C-TPAT program guidelines if you are requested to do so by us.

You shall be liable for detention or referral of entry (by applicable governmental authorities) of any Merchandise that is shipped without proper documentation or other lawfully required identification. In the event that any assists are furnished to you by us, you will make an appropriate statement to that effect on your invoice.

You warrant and represent that the price of Merchandise does not violate the United States Anti-Dumping laws. We reserve the right to cancel all or any part of this Purchase Order in the event that a preliminary determination is made by the administering authority pursuant to United States law that an industry in the United States is materially injured or is threatened with material injury, or the establishment of an industry in the United States is materially retarded by reason of imports of the Merchandise or goods similar to the Merchandise. In such event, we may cancel, without penalty, our obligations under this Purchase Order and at our option return or dispose of all Merchandise delivered under this Purchase Order to you, at your expense, for full refund of the Purchase price, and you shall reimburse us for all costs incurred in connection therewith, including without limitation, round-trip transportation.

If shipment of all the Merchandise is not made by you between the earliest authorized Shipping Date and the Cancellation Date (both as set forth on our Purchase Order), we shall have the right, without liability and in addition to any other rights and remedies we may have under this Purchase Order, at law or in equity, to direct expedited routing of the Merchandise by air freight or other transportation method of our choice at your sole cost and expense. We may direct you to prepay the air freight or other expedited freight charge in which case you will render a commercial invoice for the Merchandise at the total cost for the Merchandise plus the cost of the method of shipment specified on the Purchase Order hereof reflected separately. If the cost for shipment provided on the Purchase Order is not included in the total cost of the Merchandise, then if we pay the cost of expedited routing, you shall reduce the amount payable to you in respect of the Merchandise by the difference in the cost between expedited routing and the cost of the method of shipment specified on the Purchase Order and such cost of expedited routing and such reduction shall be reflected separately on your invoice rendered for the Merchandise.

We reserve the right to cancel all or any part of this Purchase Order prior to taking delivery of the Merchandise covered hereby without any liability whatsoever to you in the event that the Merchandise covered by the Purchase Order is subject to any embargo, or any boycott of the Merchandise in the United States.

NONCOMPLIANCE:

All administrative expenses and charges incurred by us and caused by your deviation or violation of our Vendor Partnership Requirements and all shipping, routing or invoicing instructions relating to our Purchase Order, will be charged to you and deducted from our payments to you. Charges for any deviation or violation can be found in our Vendor Compliance

materials highlighted in our Purchase Order or Vendor Partnership Requirements. In the event you dispute our imposition of charges for deviation or violation of our Vendor Partnership Requirements and fail to furnish our Accounts Payable Department with proof of your compliance with our Vendor Partnership Requirements within six (6) months following shipment of the Merchandise pursuant to our Purchase Order, you shall be deemed to have waived any claim to such imposition of charges.

REMEDIES:

You shall furnish us with proof of delivery of the Merchandise at our request. In the event of your failure to notify our Accounts Payable Department in writing within six (6) months following shipment of Merchandise pursuant to our Purchase Order of our nonpayment of your invoices, we shall have no further obligation to pay you for Merchandise shipped pursuant to our Purchase Order. You shall be barred from commencing an action against us for any loss, damage or Claim unless a lawsuit is filed within one (1) year from the time your loss, damage or Claim accrues. At no time shall Kohl's be liable for indirect, punitive, exemplary, incidental, consequential or special damages, including lost profits, lost income, lost revenues, business interruption or lost business arising out of this Purchase Order or the transactions or relationship with Kohl's, even if Kohl's has been advised of the possibility of the damages and regardless of any prior course of dealing between the parties.

In addition to any other right or remedy provided for herein or by law or in equity, we reserve the right, without liability, in the event of your breach of our Purchase Order agreement, to purchase substitute items elsewhere and to charge you with any loss incurred. Any provision herein for delivery of Merchandise in installments shall not be construed as making your obligations severable. Shipments of Merchandise sent cash on delivery ("C.O.D.") without our written consent will not be accepted and will be at your risk.

All of Kohl's rights and remedies under our Purchase Order are cumulative and the exercise by Kohl's of any right or remedy herein provided shall be without prejudice to Kohl's right to exercise any other right or remedy available to Kohl's at law or in equity or otherwise.

WAIVER:

Our waiver of, and/or delay in enforcing, any term or condition of our Purchase Order shall not constitute a waiver for purposes of any subsequent Purchase Order nor shall it constitute custom or usage for a course of performance between us insofar as subsequent Purchase Orders are concerned. With respect to any shipment moving to our specified receiving location on freight prepaid terms, you will indemnify, and hold the Kohl's Indemnitees harmless from any and all freight, storage, accessorial, or demurrage charge claims assessed by any carrier. You shall indemnify and hold the Kohl's Indemnitees harmless from any Claims arising in any way out of your breach of any term or condition contained herein.

BACK ORDERS OR PARTIAL SHIPMENTS:

Unless otherwise specified by Kohl's, all back orders must be shipped prepaid, F.O.B. our specified receiving facility or department store location.

OVERSHIPMENTS:

Kohl's shall not be responsible for any shipments of excess Merchandise above the quantities set forth in our Purchase Order. You acknowledge and agree that any such excess Merchandise shall become the sole and exclusive property of Kohl's with no additional payments owed from Kohl's to you for such excess Merchandise.

CARTON WEIGHT, MARKINGS AND DIMENSIONS:

Maximum carton weight, dimensions, and required carton markings acceptable to us are stated in our Vendor Partnership Requirements from time to time. We may elect to accept or reject nonconforming cartons at our option. If we elect to accept nonconforming cartons, we may charge you for administrative expenses as provided in our Vendor Partnership Requirements.

ELECTRONIC DATA INTERCHANGEABLE TRANSACTIONS:

Transactions under this Purchase Order may be effected by paper based documentation or by EDI and EDI documentation that is in accordance with industry guidelines and the terms of this Purchase Order, unless otherwise invalid, shall be enforceable hereunder. You and we desire to be bound by EDI transactions between us and that such EDI transactions shall be subject to all the terms and

conditions contained in our Purchase Order, our Terms of Engagement and our Vendor Partnership Requirements, as may be modified by Kohl's, in its sole discretion and without notice, from time to time. We agree that no written document is required in order to make our EDI binding; that no signatures shall be required by either of us in order to make our EDI transactions legally binding; and that the confidential codes used by you and us in order to transmit information to each other shall satisfy any signature requirements. Transmittal of our Purchase Order shall constitute acceptance by you upon receipt by your computer. Our Purchase Order may be accepted by you as otherwise provided in our Purchase Order. Nothing contained herein creates any responsibility on our part to buy any specific Merchandise or any specific quantity thereof. We shall each bear our own EDI related costs, including any equipment, software and services required for efficient, reliable EDI transactions and for security procedures sufficient to ensure that EDI transmissions are authorized and protected from improper access. If applicable, and to the extent you receive any customer cardholder data in the course of carrying out your obligations hereunder that would necessitate your compliance with Payment Card Industry ("PCI") guidelines, you shall fully comply with applicable PCI standards.

UPC ERRORS:

Merchandise shipped by you with UPC errors will result in a penalty of 3% of the total item cost of our Purchase Order. UPC errors include but are not limited to: Unauthorized Vendor substituted Merchandise, causing a not-on-file problem; Merchandise marked with incorrect bar code; and machine readable UPC codes inconsistent with the corresponding human readable code; Merchandise not bearing a UPC code; Vendor issued UPC codes with illegible bar codes.

CONFIDENTIALITY:

In addition to any Non-Disclosure Agreement ("NDA") between Kohl's and you, the following confidentiality terms of this Purchase Order shall apply. All Proprietary Information (as hereinafter defined) is confidential and our sole and exclusive property, notwithstanding how you were provided access to it by us. You represent and warrant that you shall not in any manner use, reproduce or disclose, directly or indirectly, to any of your employees, agents, affiliates, subcontractors, suppliers, or any third party at any time any Proprietary Information except in connection with your performance under a Purchase Order and then only to the minimum extent necessary on a need-to-know basis. Upon demand by us, you shall deliver to us immediately all materials containing Proprietary Information in your possession (whether prepared by us or you). To the extent you receive any personal information (whether relating to a Kohl's customer or otherwise), you represent and warrant that you shall not sell, retain, use, or disclose such information for any commercial or non-commercial purpose outside of the direct business relationship between the Parties. Such personal information shall constitute Proprietary Information and may only be used as described herein for the benefit of Kohl's and solely to the extent required for your performance hereunder. You further agree to immediately delete such personal information upon written or verbal request from us and/or the individual to which the information relates. You hereby certify that you understand and agree to comply with all of the confidentiality requirements set forth in this Section and that your noncompliance may constitute a breach of this Purchase Order and a violation of Applicable Law(s), including, without limitation, the California Consumer Privacy Act and any other state and federal data security and privacy laws (and foreign laws, if and to the extent they apply).

"Proprietary Information" shall consist of the following: (a) all information relating to our sales, pricing, costs, inventory, operations, plans, programs, Merchandise purchased by us from you, and all information related to such Merchandise purchases, including, but not limited to shipment and transportation thereof and reports relating thereto; (b) all of our trade secrets including any and all customer information, customer survey responses and any other information concerning any of our customers; (c) specifications to the extent furnished by us; (d) Designs and Inventions, Private/Exclusive Designs and Inventions, Kohl's Branding, all intellectual property applications, including but not limited to, patent, copyright, and trademark applications, and other Kohl's intangible/intellectual property owned or licensed to us; (e) all information provided by us to you via our website, including, but not limited to Unit Planning Reports from our Projection Analysis, Sales and Inventory Reports from Kohl's Data Warehouse, Vendor On-Boarding Documentation, and our Vendor Score card; (f) this Purchase Order; and (g) any other information provided by us to you that is not publicly available regardless of where located or the manner or medium by which

you have been provided access to it by us.

You acknowledge that you are or have been authorized to access certain Proprietary Information through our secure website <https://link.kohls.com> and you warrant and agree to comply with our Information Security policies (located in the files tab of such site) relating to such Proprietary Information, as such policies may be amended or modified by Kohl's, in its sole discretion and without notice, from time to time. You warrant that you shall use your best efforts to prevent unauthorized access to our website and access to any databases or other sensitive material generated from or used in conjunction with our website. You warrant that you shall only provide access to or disclose information or data contained on our website to any employee, agent, affiliate, subcontractor, supplier or any third party who is authorized by Kohl's to view this information or data, and ensure that such use is only as permitted. You warrant that you will use your best efforts to ensure that authorized persons do not disclose Proprietary Information to others without our express, prior written permission. You warrant that you will immediately notify us at is-securitytech@kohls.com in the event you discover any security breaches relating to our Proprietary Information. In the event of a security breach or an unauthorized disclosure, you warrant that you shall cooperate to the fullest extent to help Kohl's regain possession of Kohl's Proprietary Information, prevent its further use or disclosure, and notify Kohl's end consumers (if and as applicable).

You agree to defend, indemnify, and hold the Kohl's Indemnitees harmless from your breach of the warranties and representations contained herein and any unauthorized disclosure of Proprietary Information by any of your employees, agents, affiliates, subcontractors, suppliers, and authorized third parties. The provisions of this Section shall survive the cancellation or termination of any Purchase Order.

**RESERVATION OF
KOHL'S RIGHTS:**

We reserve the right, but shall have no obligation, to advertise the sale of Merchandise, to offer Merchandise for sale, and to sell such Merchandise at any retail facility and/or by means of any medium, including electronic or other non-traditional facilities or venues and reserve the right to do so at any price as determined by Kohl's in its sole discretion. We further reserve the right, without limitation, to donate, salvage, or otherwise discard the Merchandise in a manner as determined by us, in our sole discretion. The foregoing reservations are essential terms of all of our transactions affected under or pursuant to this Purchase Order.

**ON-SITE VENDOR
EMPLOYEES/OFFER OF
EMPLOYMENT:**

You are fully responsible for all losses or damages incurred as a result of your performance of any services at our facilities, whether performed by you, your employees, agents, affiliates, subcontractors and/or suppliers. In addition to any other indemnification obligations set forth herein, you agree to defend, indemnify, and hold the Kohl's Indemnitees harmless from any and all Claims, as defined in the Indemnification section herein, arising out of or in any manner resulting from your use of, or performance of any services at, our facilities including, but not limited to: (a) any act, omission or negligence by you, your employees, agents, affiliates, subcontractors and/or suppliers; (b) damage to or destruction of personal or real property of any of the Kohl's Indemnitees or any third party or the injury or death to persons, including without limitation, employees or invitees of any of the Kohl's Indemnitees and you, your employees, agents, affiliates, subcontractors, and/or suppliers; and (c) any third party claims brought by your employees, agents, affiliates, subcontractors, and/or suppliers. You shall, by entering upon and using any Kohl's facilities, be deemed to have accepted the Kohl's facilities in its then condition. We assume no liability for damage to or loss of your property or the property of your employees, agents, affiliates, subcontractors and/or suppliers. You acknowledge that any services you conduct at Kohl's facilities are conducted entirely at your own risk, and you hereby release the Kohl's Indemnitees from any claims, liability, or loss occurring at our facilities. You agree to use best efforts not to hinder any of our operations or to detract from our customer experience while at our facilities. You shall immediately remove all materials, equipment and rubbish you place on our facilities, and restore, at your sole cost and expense, our facilities to the condition it was in immediately prior to your entrance onto the facilities.

It is an essential and material term and condition of this Purchase Order and you expressly

represent, warrant, acknowledge and agree that, to the extent permitted by Applicable Law, during the term of this Purchase Order and for a period of twelve (12) months after your last shipment of Merchandise to Kohl's, you will not, without our written consent, solicit, extend an offer of employment to, employ, retain, hire, engage (or attempts any of the foregoing) or otherwise secure the services of a person who at the time of your conduct or within the preceding ninety (90) days was employed by us (or any of our affiliates doing business with you) in the position of Merchandise Analyst, Assistant Buyer, Assistant Product Manager, Assistant Designer, Assistant Manager or an equivalent or superior position. We may terminate and cancel any Purchase Order, in whole or in part, in the event that you breach this provision. In addition, you expressly acknowledge and agree that we are not limited to the remedies set forth herein for a breach of the Purchase Order, and have available any form of damages or any injunction or equitable relief, for misappropriation of trade secrets, unfair competition, breach of contract, interference with business relations or other cause of action arising from or out of any attempts to solicit, extend an offer of employment to, employ, retain, hire or engage any such employee.

INDEPENDENT CONTRACTOR:

You are an independent contractor. No provision of this Purchase Order shall or shall be deemed or construed to create any other relationship between the parties such as employer and employee, principal and agent, partners, joint venturers, or any other association other than that of independent contractors. Accordingly, you are not and shall not be deemed to be an agent of us and are without any authority to enter any contract or take any action on behalf of us or so as to obligate us or any of our affiliates. Except as otherwise specified herein, you shall have exclusive control and direction over the manner, means, details and methods by which you shall perform the services hereunder (including, without limitation, any services you may provide related to the stocking or presentation of Merchandise for sale in our stores), and shall be solely responsible for the provision of all tools, equipment, and facilities necessary for the performance and for the payment of all license and other fees applicable to your performance.

AUDIT:

During normal business hours and without prior notice, we shall have the right to inspect and audit, either directly or through our designated agent, your records and documents concerning any Merchandise or Purchase Order to ensure that you are in compliance with the terms and conditions of this Purchase Order.

BENEFICIARY OF AGREEMENT:

All of our affiliates are and shall be deemed to be third party beneficiaries of this Purchase Order. We and each of our affiliates shall be deemed to be a third party beneficiary of your agreement(s) with any third party as to the production or distribution of the Merchandise and any component thereof.

SEVERABILITY:

If any provision of any Purchase Order or these terms and conditions is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed modified only to the extent necessary to make such provision enforceable by such court. The unenforceability or illegality of any provision, in whole or in part, of our Purchase Order or these terms and conditions shall not impair or affect the validity or enforceability of the remaining provisions of such agreements so long as the provisions remaining are sufficient to constitute a legally binding agreement.

ENTIRE AGREEMENT:

This Purchase Order, including attachments and material incorporated herein by reference, constitutes the entire agreement of the parties as to its subject matter. It supersedes all prior representations or agreements, oral or otherwise, with respect thereto. No obligation to enter into any further transaction may be implied from this Purchase Order. This provision is applicable in all circumstances, without regard to whether this Purchase Order establishes a new transaction, confirms an existing arrangement or prior course of dealing between us.

NOTICES:

All notices between Kohl's and you (other than routine operational communications) shall be in writing and shall be considered to have been given if sent by a nationally recognized overnight carrier. Notices to Kohl's shall be sent to the address set forth at the end of this Purchase Order.

MISCELLANEOUS:

As used in our Purchase Order, the words “you” or “your” refer to vendor (including any of your subsidiaries and affiliates, agents, subcontractors, and suppliers), as seller and the words “we”, “us” and “our” refer to Kohl’s, Inc. (a Delaware corporation, f/k/a Kohl’s Department Stores, Inc., d/b/a Kohl’s, Inc. of Wisconsin within the State of Wisconsin) or its subsidiaries or affiliates, as buyer. *Construction:* Each party has participated in negotiating and drafting this Purchase Order, such that if any ambiguity or question of intent or interpretation arises, this Purchase Order shall be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was solely responsible for drafting one or more provisions of this Purchase Order. *Delivery and Execution:* Delivery of an executed Purchase Order by electronic mail, in portable document format (.pdf), or by any other electronic means shall constitute effective execution and delivery of this Purchase Order, and may be used in lieu of the paper Purchase Order for all purposes. Electronic Signatures of the Parties shall be deemed to be their original signatures for all purposes, and shall have the same force and effect as manual signatures. As used herein, “**Electronic Signature**” means any electronic sound, symbol or process attached to or logically associated with a record, whether digital or encrypted, and including but not limited to clicking on an agree button, and executed and adopted by a party with the intent to sign such record. *Equitable Relief:* You acknowledge and agree that any breach of your obligations hereunder may cause Kohl’s irreparable injury for which there are no adequate remedies at law and that Kohl’s shall be entitled to equitable relief in addition to all other remedies available to it. *Headings:* The headings used in this Purchase Order are for the convenience of the parties only and shall not be deemed a part of, or referenced in, construction of this Purchase Order. *Non-Exclusivity:* Nothing contained herein shall require Kohl’s to promote or use your Merchandise exclusively. Kohl’s may enter into other agreements to license, use or promote other Merchandise. *Survival:* Any provision of the Purchase Order that contemplates performance or observance subsequent to termination or expiration thereof will survive termination or expiration of the Purchase Order and continue in full force and effect. *Governing Law; Venue:* This Purchase Order shall be governed by the laws of the State of Wisconsin. You hereby agree that any and all disputes arising under this Purchase Order shall be subject to adjudication only in the state courts of Waukesha County, Wisconsin or the United States District Court in Milwaukee, Wisconsin, and you hereby consent to the exclusive jurisdiction of those courts. In any dispute brought by you hereunder, you shall reimburse Kohl’s attorneys’ fees if Kohl’s is the prevailing party in any proceeding.

NOTICES:

**Kohl’s, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051**

CONTACT US:

**Website: <https://link.kohls.com>
E-mail: legal@kohls.com**

***Copy to Kohl’s General Counsel at the same address.**