

ALL ELECTRONIC PURCHASE ORDERS ARE SUBJECT TO THE FOLLOWING
EXPRESS TERMS AND CONDITIONS:

1. Time of delivery is hereby made of the essence of this Order. If Vendor fails to make deliveries by the date or dates required by this Order, or if Vendor delivers amounts in excess of the amount set forth in this Order or otherwise delivers in a manner not in conformity with this Order, Purchaser may retain and/or reject or return such goods without waiving Purchaser's right to recover damages for Vendor's breach of contract. If Purchaser elects to retain merchandise in excess of the amount set forth in this Order, it shall do so at no cost to Purchaser. If Purchaser elects to accept early or late delivery, then unless waived in writing by a Vice President of Purchaser, this Order will be subject to a 2 % per day discount for each day of delayed or early delivery or such higher discount required by Purchaser in order to accept delivery. Purchaser shall have no obligation to make any payment prior to receipt of all goods covered by this Order.
2. THE TERMS STATED IN THIS ORDER ARE THE ONLY AGREEMENT BETWEEN PURCHASER AND VENDOR RELATING TO THE GOODS AND SHALL NOT BE VARIED BY ANY ADDITIONAL OR INCONSISTENT TERMS CONTAINED IN ANY LATER INVOICE, CONFIRMATION OR OTHER MATERIAL OF VENDOR. Waiver or modification may be charged against Purchaser only when agreed to in a writing signed by a Vice President or President of Purchaser or as duly transmitted by Purchaser via electronic data interchange or web-based Gateway.
3. Purchaser reserves the right to accept any part of the merchandise ordered within a reasonable time after delivery without regard to rejection of the balance; all rejected goods to remain at the sole risk and liability of Vendor who shall pay to Purchaser on demand all storage charges and reimburse Purchaser for costs of returning same to Vendor and for any other expense Purchaser may incur in connection with such goods regardless of whether such rejection is accepted by the Vendor.
4. If Vendor showed Purchaser sample(s) in connection with this Order, Vendor warrants that goods delivered hereunder will conform to such sample(s) in every respect as to quality, material, workmanship, fit and appearance. Vendor warrants that the goods are merchantable and safe and free from defects in materials and workmanship and will conform to all order specifications. Purchaser, at its sole option may cancel all or any part of this Order which fails to comply with the above, and Purchaser's decision as to compliance shall be final and binding on Vendor.
5. Vendor agrees that, if at any time during the term of this Order, vendor quotes or sells at lower net prices to others, the same merchandise under the same or similar conditions, such lower prices shall be substituted for the prices set forth herein.
6. Vendor warrants that merchandise ordered will be properly marked as to weight, measure, country of origin, contents and ingredients and shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations, whether now in force or hereinafter enacted, to which they are subject. Without limiting the generality of the foregoing, Vendor warrants that the goods sold hereunder comply with the provisions of the Fur Products Act, Wool Products Labeling Act, Flammable Fabrics Act, Textile Fibers Products Identification Act, the Consumer Product Safety Improvement Act, the Illinois Lead Labeling Law (410 ILCS 45/6), the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Prop 65), the California Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products, the Robinson-Patman Act, the Federal Food, Drug and Cosmetic Act and the Fair Labor Standards Act. To the extent consistent herewith, this Order is subject to the basic trade provisions of the NRMA. Vendor shall execute and deliver such documents as may be required to effect or evidence compliance herewith. Vendor hereby guarantees that reasonable and representative tests made in accordance with procedures prescribed and applicable standards or regulations issued, amended or continued in effect under the Flammable Fabrics Act, as amended, show that the product, fabric or related material covered and identified by, and in the form delivered pursuant to this Order conforms to the applicable standard or regulation issued, amended or continued in effect. Vendor hereby represents and warrants to Purchaser that each item of merchandise manufactured and sold to Purchaser under this Order was produced in compliance with Sections 6, 7, 12(a) and 15(a), the wage, hour and child labor provisions of the Fair Labor Standards Act of 1938, 29 U.S.C. S 201, et. seq., as amended, and all regulations promulgated thereunder. The failure of Vendor or any of its affiliates, subsidiaries, representatives, agents or subcontractors to comply with the applicable labor laws will be deemed by Purchaser to be a material breach of the Vendor's contractual obligations hereunder. Without limiting the generality of the foregoing, Vendor shall not sell to Purchaser, and Purchaser shall not be obligated to accept or pay for, any merchandise manufactured in, processed in, or having a country of origin of, Myanmar (formerly Burma). In addition, to all other remedies provided by law, Purchaser shall be entitled to reject any such merchandise at Vendor's sole expense. Vendor agrees to indemnify, defend, save and hold harmless Purchaser from any liability, damages, loss, or other expenditures (including reasonable attorney's fees) sustained by Purchaser, resulting from Vendor's non-compliance with the terms, conditions or covenants contained herein, or any applicable law or regulation. Furthermore, any business practice engaged in by or on behalf of Vendor which is inconsistent with any applicable law or regulation will be considered a material breach of Vendor's covenants hereunder.
7. In addition to Vendor's warranties provided in paragraph 6 above, Vendor warrants that it will comply with the Fur Products Labeling Act and all state fur labeling laws including 6 Del. C. §2508 (Delaware), M.G.L.A. 94 §277A (Massachusetts), N.J.S.A. 56:14-1 (New Jersey), N.Y. Gen. Bus. §399-aaa (New York), and W.S.A. 100.35 (Wisconsin) and agrees that any product sold hereunder which is composed, in whole or in part, of real or faux fur will have the words "Real Fur" or "Faux Fur" (accurately reflecting the content of the item) on a label or tag affixed to the product and in the case of real fur, the label will also state the name(s) of the animal(s) that produced the fur, the name of the country of origin of any

imported furs used, a statement that discloses that the fur has been dyed if that is the case and a statement that discloses that pieces of fur have been used if that is the case. In addition, Vendor warrants that no fur or other part of any dog and/or cat comprises any portion of such product.

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

9. Any sales agent or representative taking this Order for Vendor shall be deemed to have full authority to bind Vendor to its terms and conditions.

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

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

12. Vendor agrees to indemnify and hold harmless Purchaser from and against any and all judgments, settlements, disbursements, costs (including reasonable attorney's fees) and other expenditures occasioned by any allegations, legal actions or other claims that merchandise purchased hereunder from Vendor infringes any patent, trademark, copyright or other proprietary right of any person, partnership, corporation or other entity or has given rise to liability to any third party or parties for personal injuries and/or property damage under any legal theory including, without limitation, product liability, strict liability, breach of warranty or negligence.

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

Vendor Manual

All vendors must comply with the BCF Vendor Manual, as amended from time to time. The BCF Vendor Manual is posted in the Vendor Section of the BCF website (www.coat.com).

Invoice and Bill of Lading Instructions

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

1. **Prepare one invoice per store shipment to the DC, one invoice per store shipment to Direct Ship stores.**
 - a) List total quantity for each style, color and size.
 - b) Include Purchase Order number and buyer's name on the invoice.
 - c) **To insure prompt payment of all invoices, send MONTHLY STATEMENTS to our bookkeeping office.**
Accounts Payable Department
Purchaser
1830 Route 130
Burlington, NJ 08016
2. **Write Purchase Order number(s) on the Bill of Lading.**
3. When possible, ship multiple orders together, under one Bill of Lading, to each store.