

**BURLINGTON COAT FACTORY WAREHOUSE CORPORATION  
ELECTRONIC DATA INTERCHANGE AGREEMENT**

Electronic Data Interchange Agreement (the "Agreement") dated as of \_\_\_\_\_, 200( ) by and between \_\_\_\_\_ (the "Trading Partner"), with offices at \_\_\_\_\_ and Burlington Coat Factory Warehouse Corporation ("BCF"), with offices at 1830 Route 130, Burlington, New Jersey 08016.

**RECITALS**

BCF and Trading Partner desire to facilitate purchase and sale, advance ship notice, invoice and other transactions (including, without limitation, functional or other types of acknowledgements) as may be agreed to by the parties ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

**1. Section 1, Prerequisites.**

1.1. Electronic Documents: Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets as agreed to and listed in the UCS & VICS EDI Implementation Guidelines ("GUIDELINES") as published and available from the Uniform Code Council and made a part hereof and such additional transaction sets which the parties by written agreement add to the GUIDELINES from time to time (collectively "Electronic Documents"). Any transmission of data that is not an Electronic Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Electronic Documents shall be transmitted in accordance with the standards set forth in the GUIDELINES.

1.2. Third Party Service Providers.

(a) Electronic Documents will be transmitted electronically to each party either, as specified in the GUIDELINES, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

(b) In no event shall BCF be responsible for the cost of any Provider with which Trading Partner contracts.

(c) Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Electronic Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of an Electronic Document, the originating party shall be liable for the acts or omissions of such Provider as to such Electronic Document.

1.3. Internet Based Exchanges.

(a) BCF may support business-to-business electronic commerce interface for the Transactions (Web Interface) via the Internet.

(b) Use of the Web Interface, whether directly provided by BCF or a Third Party Service Provider, will be governed by this Agreement.

1.4. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive the Electronic Documents.

1.5. Security Procedures. Each party shall properly use those security procedures, including those specified in the GUIDELINES, if any, which are reasonably sufficient to ensure that all transmissions of Electronic Documents are authorized and to protect its business records and data from improper access.

1.6. Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Electronic Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Electronic Documents shall be sufficient to verify that such party originated such Electronic Documents. Neither party shall disclose to any unauthorized person the Signatures of the other party. Initial use of the Web Interface by a Trading Partner along with the authentication of such Trading Partner by entering a valid assigned username and password will be considered and treated as a Signature.

## **2. Section 2, Transmissions.**

2.1. Proper Receipt. Electronic Documents shall not be deemed to have been properly received and no Electronic Document shall give rise to any obligation, until acknowledged by the receiving party via a Transaction. In the case of the Web Interface, proper receipt is deemed to have occurred when a Trading Partner has entered a valid assigned username and password and "clicked" on the appropriate location to acknowledge receipt.

2.2. Verification. Upon proper receipt, the receiving party shall promptly and properly transmit a functional acknowledgement in return, unless otherwise agreed to in advance.

2.3. Acceptance. If acceptance of an Electronic Document is required by the GUIDELINES, any such Electronic Document that has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Electronic Document has properly received in return an Acceptance Document (as specified in the GUIDELINES).

2.4. Garbled Transmissions. If any properly transmitted Electronic Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party in a reasonable manner, unless the originating party is unidentifiable from the received Electronic Document. In the absence of such a notice, subject to the above exception, the originating party's records of the contents of such Electronic Document shall control.

## **3. Section 3, Transaction Terms.**

3.1. Terms and Conditions. This Agreement is to be considered part of any other written agreement referencing it or referenced in the GUIDELINES. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the terms and conditions and shipping rules identified in the GUIDELINES or posted on the Vendors Section of the BCF website (<http://www.coat.com>), as the same may be amended from time to time, and the same shall apply to any Transaction submitted by BCF to Trading Partner. In addition, each Advanced Shipping Notice or Invoice transmitted by Trading Partner to BCF shall accurately reflect the goods ordered on the applicable Transaction transmitted by BCF to Trading Partner. Otherwise, such Advance Shipping Notice or Invoice shall be subject to chargeback as determined by BCF.

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.

3.2. Confidentiality. Any information contained in this Agreement, any Electronic Document and any information presented on the Web Interface hereto or otherwise exchanged between the parties relating to this Agreement (collectively, "Confidential Information") shall be considered confidential (whether or not such is marked "Confidential") and shall only be used by the parties for the purpose of facilitating Transactions between BCF and Trading Partner as contemplated hereunder. The party receiving Confidential Information hereunder shall be referred to herein as the "receiving party" and the party disclosing Confidential Information hereunder shall be referred to as the "disclosing party." The receiving party agrees not to reproduce, distribute, or disclose the disclosing party's Confidential Information to a third party without first obtaining (a) the disclosing party's prior written consent, and (b) the third party's written agreement to be bound by terms and conditions substantially similar to those contained in this Agreement. In the event that such consent and agreement are obtained, (a) the receiving party shall be responsible for any actions taken by such third party that would be deemed a breach of this Agreement if the receiving party had taken such actions; and (b) the receiving party shall cause the third party to not in any manner: (i) compile, use, distribute, display, store, process, reproduce, or create derivative works from the Confidential Information including, without limitation, comparative data sets, statistical analyses, reports and related services utilizing aggregated data derived from the Confidential Information, for any purpose other than facilitating Transactions between BCF and Trading Partner as contemplated hereunder; (ii) transmit all or any part of the Confidential Information via the Internet or any other means that would present the risk of unauthorized access; (iii) disclose all or any part of the Confidential Information to any other parties; (iv) use all or any part of the Confidential Information to advise, consult with or otherwise assist any other parties; or (v) otherwise use the Confidential Information in any manner that could compete with BCF's business. Confidential Information does not include information that: (a) is or becomes available publicly without breach of this Agreement by any party hereto, (b) was in the receiving party's possession prior to disclosure, (c) is developed independently by the receiving party without the use of any Confidential Information, (d) is received by the receiving party from a third party without a breach of any duty of confidentiality or (e) is required to be disclosed by law, provided that the receiving party takes reasonable steps to first give the disclosing party sufficient prior notice to contest such requirement.

3.3. Validity; Enforceability.

(a) This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Electronic Documents specifying certain of the applicable terms.

(b) Any Electronic Document properly transmitted or processed via the Web Interface pursuant to this Agreement shall be considered, in connection with any Transaction or this Agreement, to be a "writing" or "in writing"; and any such Transaction when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. In the case of Web Interface, any logged, acknowledged or authorized transaction actuated by a valid assigned username will constitute the same.

(c) The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement.

(d) The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

#### **4. Section 4. Miscellaneous.**

4.1. Termination. This Agreement shall remain in effect until terminated by either party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Documents or otherwise under this Agreement prior to the effective date of termination.

4.2. Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3. Entire Agreement. This Agreement (including any attachments or documents referenced herein) and the GUIDELINES constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. Modification or waiver of any of the provisions of this Agreement shall be effective only by a paper-based writing signed by both parties. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

4.4. Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of New Jersey.

4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Electronic Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Electronic Documents.

4.6. Exclusion of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Electronic Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

4.7. Duplicate Transmissions. BCF encourages Trading Partner to establish the capability to detect duplicate transmissions (not including revisions) of any Transaction. BCF shall not be responsible or liable for any such duplicate transmission.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

TRADING PARTNER                      BURLINGTON COAT FACTORY WAREHOUSE CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Tang

Title: \_\_\_\_\_

Title: Executive Vice President

Phone: \_\_\_\_\_

Phone: (609) 387-7800

Date: \_\_\_\_\_

Date: \_\_\_\_\_