

David's Bridal Purchase Order Terms and Conditions (v.082023)

David's Bridal, Inc. a Delaware corporation, its affiliates and/or subsidiaries (collectively or individually, "David's Bridal") only issues "Purchase Orders" incorporating and subject to all of the following terms and conditions for all merchandise, other non-merchandise products and services that it purchases. The parties hereby expressly agree that Vendor's execution of the Vendor Acknowledgement Form shall constitute Vendor's agreement to be bound by these David's Bridal Purchase Order Terms and Conditions ("Agreement") for all issued David's Bridal Purchase Order. Vendors are advised to never accept a verbal approval in lieu of a David's Bridal Purchase Order.

A) PURCHASE ORDER ACCEPTANCE BY VENDOR; MODIFICATIONS

1. Vendor agrees that this Agreement, together with the Purchase Order into which it is incorporated, and any exhibits or documents referenced or incorporated herein or therein (including without limitation the Compliance Documents, as hereinafter defined), supplemental sheets identified thereon or annexed by David's Bridal (which may include additional warranties or specifications) and any subsequent electronic or facsimile replenishment orders, constitutes the final, complete and exclusive expression of the agreement of the parties with regard to the subject matter of the Purchase Order.
2. David's Bridal reserves the right to modify the Purchase Order, including but not limited to quantities, specifications, packaging, delivery, destinations and timing of the Purchase Order. Such modifications may be subject to Vendor's reasonable additional costs and/or delays, provided that Vendor gives David's Bridal written notice of such additional costs and/or delays within forty eight (48) hours of receipt of the notice of modifications. David's Bridal may, within five (5) days of receipt of notice of Vendor's additional costs and/or delays, rescind the original Purchase Order or notice of modifications if the additional costs and/or delays are unacceptable to David's Bridal.
3. In the event that any other Vendor form or any invoice contains terms or conditions different from the Purchase Order, Vendor agrees that the language of the Purchase Order controls in all instances. No signature upon any Vendor form or invoice which responds to a Purchase Order shall constitute David's Bridal acceptance of or consent to any terms or conditions that differ from or add to those of the Purchase Order.

B) SHIPPING, INSPECTION & REJECTION; REMEDYING NONCONFORMANCE; CANCELLATION BY DAVID'S BRIDAL; TITLE & RISK OF LOSS

1. David's Bridal reserves the right to reject all or any part of goods shipped or services furnished that: (a) are shipped or performed before or after the shipping or performance date specified in the Purchase Order, it being acknowledged TIME IS OF THE ESSENCE; (b) fail to conform to the Purchase Order or the Compliance Documents (as hereinafter defined and including without limitation the David's Bridal Vendor Compliance Manual) in any manner including, but not limited to, quantity, color or size; (c) fail to conform to or with sample or image, if any; (d) fail to be properly packaged, labeled, marked, shipped or delivered or performed; (e) fail to comply with applicable federal, state, local, industry and foreign statutes, laws, rules, regulations, orders, standards and guidelines (including but not limited to all warnings and labeling per applicable jurisdiction) ("Laws") or the David's Bridal standards for product testing and certification, (f) fail to be as represented or warranted, (g) are returned by a customer to David's Bridal for any reason, or (h) are otherwise dependent upon or used in conjunction with other goods or services that have been rejected or acceptance thereof revoked. In addition, such issues may result in a chargeback or other imposition of charges to Vendor as set forth herein or in the applicable Compliance Document.
2. David's Bridal shall not be deemed to have accepted any goods or services until it has had a reasonable period of time after receipt of goods or services to inspect the goods or services for nonconformity. Such period shall be extended if in David's Bridal judgment the complexity of the goods or services, the quantity received or any other circumstance makes such extension reasonable to afford David's Bridal an adequate opportunity to inspect the goods or services. Any unpacking or handling of goods, or use of the services incident to David's Bridal inspection or testing thereof shall not indicate David's Bridal acceptance of goods or services. David's Bridal inspection of the goods, which is final and conclusive, shall not relieve Vendor of its obligations under the Purchase Order or any liability for latent defects.
3. Goods and services which have nonconformities encompassed by the provisions specified in Section B1 above shall be considered by David's Bridal to have nonconformities that substantially impair the value of the goods or services to David's Bridal. The guarantees in the Purchase Order constitute assurances to David's Bridal that goods and services shall conform to the terms of the Purchase Order; David's Bridal shall be deemed to have relied upon those assurances whenever it accepts goods or services that have nonconformities. DAVID'S BRIDAL RESERVES THE RIGHT TO REVOKE ITS ACCEPTANCE OF SUCH GOODS OR SERVICES WHENEVER IT DISCOVERS SUCH NONCONFORMITIES, EVEN IF THE TIME FOR INSPECTION HAS PASSED. In no event shall payment prior to the expiration of such inspection period constitute acceptance of nonconforming goods or services.
4. VENDOR AGREES TO IMMEDIATELY REMEDY OR CURE, TO DAVID'S BRIDAL'S SATISFACTION, ANY NONCONFORMITY OF THE GOODS OR SERVICES AND/OR FAILURE TO COMPLY WITH THE TERMS OF THE PURCHASE ORDER OR THE PURCHASE ORDER TERMS AND CONDITIONS. VENDOR AGREES NOT TO PROVIDE DAVID'S BRIDAL ANY SUBSTITUTIONS WITHOUT DAVID'S BRIDAL PRIOR WRITTEN CONSENT. Vendor agrees that, Vendor shall remedy or cure any default within ten (10) days of receipt of notice of the same. The foregoing obligation to remedy or cure is without prejudice to any other right or remedy that may be available to David's Bridal.
5. Without cost or penalty for default, David's Bridal reserves the right immediately to cancel all or any part of the undelivered portion of the Purchase Order or to refuse to accept delivery if Vendor breaches any of the terms hereof, including without limitation warranties of Vendor, or if Vendor does not make deliveries as specified by the Purchase Order or in David's Bridal Vendor Compliance Manual. David's Bridal also reserves the right to cancel, without cost or penalty, any order placed hereunder in whole or part in case of strike, fire, or other casualty or circumstance beyond David's Bridal reasonable control that materially affects its premises or business.

6. Unless specified herein to the contrary, DAVID'S BRIDAL RESERVES THE RIGHT TO CANCEL OR TERMINATE THE PURCHASE ORDER UPON FORTY EIGHT (48) HOURS WRITTEN NOTICE FOR ANY REASON. The reasons for such cancellation or termination may include without limitation David's Bridal becoming dissatisfied with the goods or services offered by Vendor, the sale, merger, consolidation, closing or other disposition of an affected operating division or subsidiary of David's Bridal, the ability of David's Bridal to procure similar goods or services on more favorable terms from another source, or David's Bridal determination that it can provide such services more cost effectively itself. In the event of such cancellation or termination, provided that Vendor is not at fault for such action, David's Bridal agrees to (i) purchase any specially manufactured goods which Vendor had already produced at the time of such termination pursuant to the Purchase Order and (ii) compensate Vendor for reasonable, unrecoverable costs incurred in obtaining or producing goods which Vendor had obtained or produced under the Purchase Order prior to such cancellation or termination, provided that such costs do not exceed ten percent (10%) of the total amount of the Purchase Order.
7. In the event that David's Bridal cancels the Purchase Order or returns the goods covered by the Purchase Order to Vendor pursuant to rejection or revocation of acceptance, Vendor shall not resell goods that were labeled, packaged or otherwise associated with David's Bridal or its third party licensors' names, brands, trademarks, logos, symbols or other marks, without first obtaining David's Bridal permission in writing. In no event shall Vendor resell such goods until it removes or obliterates any mark identifying it with David's Bridal or any such third party licensor.
8. David's Bridal may return or hold rejected goods at Vendor's risk and expense. Vendor agrees to accept any goods returned by David's Bridal and to reimburse David's Bridal for costs incurred in connection therewith.
9. David's Bridal reserves the right to immediately cancel the Purchase Order if Vendor becomes insolvent, makes an assignment for the benefit of creditors or is the subject of a petition in bankruptcy.
10. David's Bridal and your company will jointly determine who will pay for shipping goods to our facilities (distribution center or store). Vendor may choose to pay its own shipping costs; however, most vendors choose to have David's Bridal pay for shipping because we have very favorable rates with UPS. If David's Bridal pays for shipping, we expect a cost concession on unit price or we may gross down the PO to cover costs of shipping. Before deciding on this point, you should discuss shipping arrangements with your Buyer to determine whether it is more economical for David's Bridal or the Vendor to pay for shipping. █
11. No liability is incurred by David's Bridal and the risk of loss shall not pass to David's Bridal until legal title passes upon delivery to David's Bridal at the final destination(s) designated on the Purchase Order, (or the customer with respect to items shipped by Vendor direct to customer), in good condition and the goods are accepted by David's Bridal.
12. DAVID'S BRIDAL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY/PUNITIVE DAMAGES RELATED IN ANY WAY TO THE PURCHASE ORDER, GOODS OR SERVICES, ANY CANCELLATION OR TERMINATION BY DAVID'S BRIDAL OR VENDOR'S PERFORMANCE HEREUNDER, WHETHER OR NOT DAVID'S BRIDAL KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OR PROBABILITY OF THE SAME.

In the event David's Bridal reasonably determines that any goods sold by Vendor to David's Bridal or its customers contains any defect and/or violates any applicable laws, rules, regulations, orders, standards and guidelines, David's Bridal may, in its sole discretion, subject to applicable law, determine (i) whether a voluntary recall or other corrective action is necessary, (ii) the scope of any such voluntary recall and/or other corrective action, and (iii) the course of action to be taken (which will be at Vendor's sole expense) to effect such voluntary recall or other corrective action (including the determination as to whether David's Bridal customers will be offered a replacement item of goods or a refund of their purchase price and shipping and handling charges). The rights of David's Bridal in the foregoing sentence shall be in addition to any and all rights of David's Bridal herein or in any other agreement with Vendor.

C) DAVID'S BRIDAL USE OF VENDOR GOODS

1. Vendor hereby grants to David's Bridal and its affiliates, the irrevocable, worldwide right, by any and all means or media now existing or later developed, to: (a) market, promote the sale of, offer to sell, and sell the Vendor goods; (b) use the trademarks, trade names, trade dress, service marks, designs, logos, patents, copyrights and/or other intellectual property and proprietary rights registered, owned, licensed to or used by Vendor in connection with the manufacture, use, promotion and sale of the Vendor goods; (c) use, perform, play, display, synchronize and/or demonstrate, as applicable, (i) the Vendor goods and its contents, and/or (ii) any promotional, advertising or similar material supplied by Vendor or Vendor's authorized agent for use in connection with such Vendor goods, including promotional materials on Vendor's website(s) (collectively, "Advertising Material"); and (d) use the names, images, photographs, likenesses, voices and/or biographies of any individuals performing in or otherwise associated with the Vendor goods, their contents and/or any Advertising Material. David's Bridal makes no representations with regard to the number of times, if any, that Vendor goods will be marketed or promoted by David's Bridal. David's Bridal and its affiliates have the right to market, promote the sale of, offer to sell and sell the Vendor goods to their licensees and to sublicensees thereof for resale. Further David's Bridal and its affiliates have the right to sublicense to their licensees and to sublicensees thereof the rights granted to David's Bridal which are set forth in this Section C.1.
2. David's Bridal, in its sole discretion, shall determine the price at which Vendor Goods shall be offered for sale to its customers and the customers of its affiliates, licensees and sublicensees, and shall retain all handling and shipping charges collected from its customers.

D) WARRANTIES, INDEMNIFICATION, INFRINGEMENT AND GOOD TITLE

1. Notwithstanding the indemnity set forth below in Section E below and without prejudice to any and all other warranties express or implied by law, Vendor acknowledges that all Vendor's statements and descriptive literature about the goods or services are warranties and such statements and descriptive literature, are, and will be, true and correct at the time such statements are made or literature is provided and all such statements and literature are supported by data in compliance with applicable Laws and Vendor further WARRANTS and GUARANTEES that:
 - a. Vendor possesses all licenses, permits, rights, powers and consents required to enter into and perform this Purchase Order, and to perform the services and to sell to David's Bridal the goods referenced herein and to grant to David's Bridal the rights granted herein;
 - b. Vendor's performance hereunder does not violate any agreement, instrument, judgment, order or award of any court or arbitrator and the goods, services and Vendors performance hereunder Vendor shall not violate any Laws;
 - c. all goods shall be (i) be new, first quality merchandise and shall not be reworked, rebuilt or refurbished merchandise; (ii) are fit and safe for the purposes for which the goods may foreseeably be used and for the ordinary purposes for which the goods are manufactured; merchantable; free from defects (including latent defects) in workmanship, materials and design; (iii) adequately packaged and labeled (including in conformance with David's Bridal requirements) ; (iv) and conform to any specification, sample, image or description used by Vendor or provided by David's Bridal for goods covered by the Purchase Order; and (v) shall conform to all instructions intended for customers;
 - d. the services and David's Intellectual Property will be (i) performed by qualified individuals in a professional and workmanlike manner conforming to highest industry standards and practices (and in no event be of a quality less than the quality of services performed and work product created by a skilled consultant with expertise in the areas for which Vendor is providing the services), and in harmony with any other work that may be occurring at locations where the services are to be provided; (ii) in strict accordance with all applicable Laws; (iii) in strict conformance with the provisions of any other agreements (i.e. leases) between DAVID'S and third parties applicable to locations where the services are to be provided; and (iv) in strict conformance with the Purchase Order and any required specifications set forth in the Purchase Order or otherwise mutually agreed upon in writing by the parties;
 - e. all goods sold or services provided to David's Bridal shall conform to the terms of any applicable express warranty or implied warranty arising under applicable Law, including without limitation the state laws of the states in which David's Bridal operates its retail facilities and to all representations and/or specifications made by Vendor;
 - f. the goods, services, David's Intellectual Property and Advertising Materials and the manufacture, use, promotion, marketing, sale and performance thereof, and/or any component thereof do not and will not infringe any domestic or foreign trademark, trade name, service mark, patents, copyrights, or other intellectual property or proprietary rights, any proprietary, information, non-disclosure, copyright, patent or other intellectual property or contractual right and Service Provider has not received any claim from a third party of any such violation or infringement; or cause David's Bridal to be liable to Vendor or any third party for any additional fees, costs or expenses; and the goods and services and similar goods and services are not and have not been subject to product liability or infringement claims;
 - g. (i) Vendor has good title to the goods and that such transfer to David's Bridal is rightful and that goods are delivered free from any security interest or other lien or encumbrance and (ii) the services and David's Intellectual Property (a) have been created and originated by Vendor and shall be provided and conveyed to David's Bridal free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by such third parties of any right, title and interest in or to David's Intellectual Property or any intellectual property or proprietary rights therein or associated therewith, (b) will be free of errors and defects (and that in the event of any such errors or defects Vendor will promptly correct such failure so that the services and David's Intellectual Property conform to the Purchase Order). Vendor will insure and indemnify that no property of, or occupied by, David's Bridal shall be subject to any lien as a result of any services performed under a Purchase Order;
 - h. neither the goods or services nor any component part thereof is subject to US export Laws or any import quota restriction, rule or regulation preventing or forbidding the importation, use, promotion for sale or sale of the goods or any component part thereof, or any duty, tariff, or penalty in connection therewith, except as previously disclosed in writing by Vendor to David's Bridal; and
 - i. in connection with its performance of the services and provision of goods, Vendor will comply with the documents referenced in the Vendor Acknowledgement executed by Vendor, including without limitation the DAVID'S Code of Conduct, and Vendor Compliance Manual (collectively, the "**Compliance Documents**") and any breach of the Compliance Documents shall be deemed a material breach under this Purchase Order.
 - j. Vendor shall inform David's Bridal if its products require any warnings, labels or other disclosures in conjunction with their sale and/or marketing, in accordance with all applicable Laws (including but not limited to California's Proposition 65). Vendor shall provide all required warnings, labels and disclosures to David's Bridal along with their instructions for proper display/notice, prior to the marketing or sale of the product. Vendor's provision of all required warnings, labels, disclosures and instructions for their display is a material obligation for Vendor's compliance with all Laws hereunder.

- k. Vendor shall comply in all aspects with the Vendor Code of Conduct (the "Code"). Vendor shall, at a minimum frequency of once every twelve consecutive months, cause an independent inspection agency to monitor, inspect and conduct social compliance audits at the facilities utilized by Vendor or its subcontractors in connection with the manufacture of products supplied to David's Bridal (a "Compliance Audit"). The independent agency shall issue a report detailing their findings as a result of the Compliance Audit. Vendor shall provide David's Bridal a copy of all portions of the report relevant to the manufacture of goods sold to David's Bridal within five (5) days of its receipt. Should the report reveal a material violation of any Law or the Code, Vendor shall remediate the violations as soon as practicable and cause as many other Compliance Audits to be undertaken over the next twelve (12) months as necessary to ensure proper remediation of the violation.

E) INDEMNIFICATION

VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD DAVID'S BRIDAL, ITS AFFILIATES, LICENSEES, SUBLICENSEES, AGENTS AND CONTRACTORS AND ALL OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, REPRESENTATIVES, DISTRIBUTORS, CUSTOMERS, SUCCESSORS AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") HARMLESS TO THE FULLEST EXTENT OF THE LAW FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, INVESTIGATIONS, GOVERNMENTAL ACTION, LIABILITIES, JUDGMENTS, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSES, (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, AND ALL DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES AND LOSSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, PRESENT AND PROSPECTIVE LOST PROFITS AND LOST BUSINESS)), ASSERTED AGAINST OR INCURRED BY INDEMNITEES THAT MAY HAVE BEEN CAUSED OR ARISEN OUT OF, OR ARE ALLEGED TO HAVE BEEN CAUSED BY OR ARISEN OUT OF, DIRECTLY OR INDIRECTLY, (1) ANY ACT OF OMISSION OR COMMISSION, NEGLIGENT OR OTHERWISE, OF THE VENDOR (INCLUDING WITHOUT LIMITATION ANY ALLEGED OR ACTUAL DEFECT IN THE GOODS OR SERVICES), (2) VENDOR'S FAILURE OR ALLEGED FAILURE TO COMPLY WITH TERMS OF THE PURCHASE ORDER, INCLUDING WITHOUT LIMITATION, THE REPRESENTATIONS AND WARRANTIES AND COVENANTS SET FORTH HEREIN, (3) RECEIPT OR USE OF VENDOR'S GOODS OR SERVICES (INCLUDING WITHOUT LIMITATION THE DAVID'S INTELLECTUAL PROPERTY) BY DAVID'S BRIDAL OR ITS AFFILIATES OR THEIR RESPECTIVE CUSTOMERS OR OTHERS, OR BY REASON OF ANY GOVERNMENTAL ACTION RELATING TO VENDOR'S GOODS OR SERVICES, (4) ANY ALLEGED OR ACTUAL INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY IN CONNECTION WITH THE PERFORMANCE, RECEIPT, DELIVERY OR USE OF THE GOODS OR SERVICES (INCLUDING WITHOUT LIMITATION THE DAVID'S INTELLECTUAL PROPERTY), (5) AN ALLEGED OR ACTUAL VIOLATION BY VENDOR OR THE GOODS OR SERVICES OF APPLICABLE LAWS, (6) ANY ALLEGED OR ACTUAL INFRINGEMENT OF ANY TRADEMARKS, TRADE NAMES, SERVICE MARKS, PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY AND/OR ANY OTHER THIRD PARTY RIGHTS ARISING FROM THE USE, RECEIPT, SALE, PROMOTION OF THE SALE AND/OR PERFORMANCE OF THE GOODS OR SERVICES (INCLUDING WITHOUT LIMITATION THE DAVID'S INTELLECTUAL PROPERTY) OR ANY RELATED ADVERTISING MATERIALS. THE PARTIES AGREE THAT THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THE PURCHASE ORDER AND IN ALL CASES UNTIL ANY CLAIM, ACTION OR CAUSE OF ACTION RESPECTING THE ABOVE IS FULLY AND FINALLY BARRED BY THE APPLICABLE STATUTE OF LIMITATION.

F) PRICE

1. Vendor represents and warrants and GUARANTEES that prices charged for goods or services described herein are not in excess of prices charged to other customers for similar quantities of like items under similar delivery requirements and that the price appearing on the Purchase Order includes all applicable taxes, if any, and Vendor agrees to deliver all goods or services covered by the Purchase Order at the prices and with the discounts and on the terms appearing on such Purchase Order, or at any lower prices, better terms or discounts prevailing or quoted up to receipt of invoice. Vendor shall meet lower prices of legitimate competition, or accept cancellation of Purchase Order at David's Bridal's option. Vendor further represents and warrants that it will not assess to David's Bridal any increase in price nor any extra charges, except those expressly agreed to in writing by a David's Bridal duly authorized representative. Notwithstanding the foregoing or any other discounts, Vendor acknowledges and agrees that David's Bridal shall assess a four percent (4%) reduction on all amounts contained on all Purchase Orders.
2. VENDOR AGREES AND ACKNOWLEDGES THAT, IN DAVID'S BRIDAL SOLE AND ABSOLUTE DISCRETION, ANY LOSS, DAMAGE, INCREASED TRANSPORTATION CHARGES OR OTHER COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO THOSE FOR HELD, REJECTED OR RETURNED GOODS, PRICE CHANGES, FREIGHT CHARGES, CANCELLATIONS, DUPLICATIONS, NONCONFORMING GOODS, AND PACKING OR ROUTING VIOLATIONS, SHALL BE BORNE BY VENDOR. Vendor further agrees to pay David's Bridal handling charge(s) and service charge(s) (or other similar charges), if any, for non-adherence to David's Bridal policy (including without limitation the terms of the Compliance Documents), unless otherwise agreed in writing.
3. David's Bridal has the right to set-off any funds the Vendor owes to David's Bridal against any funds David's Bridal owes to Vendor. Vendor agrees that any objection which Vendor may have to a set-off by David's Bridal which reduces the amount David's Bridal owes Vendor must be objected to by Vendor, in writing, within ninety (90) days after the set-off has been made or taken by David's Bridal. Vendor agrees that failure to make such written objection within said ninety (90) day period shall forever bar and foreclose any objections, challenges, suit or any other attempt to nullify or reverse such set-off made by David's Bridal.

G) CONFIDENTIALITY

Vendor's use and disclosure of information provided by or on behalf of David's Bridal shall be governed by the Agreement on Confidentiality entered into between David's Bridal and Vendor ("**Confidentiality Agreement**") referenced in the Vendor Acknowledgement executed by Vendor.

H) ADDITIONAL TERMS APPLICABLE TO SERVICES AND SOFTWARE

1. Vendor shall use reasonable efforts to maintain the continuity of the individual resources assigned to performance of the services. David's Bridal may require that Vendor discontinue the assignment of any such resources to the performance of the services at any time. Vendor shall not charge David's Bridal for any replacement or temporary representatives provided by Vendor to replace departed representatives for a period of time reasonably acceptable to David's Bridal during which such replacement or temporary representatives acquire necessary orientation and education to make a productive contribution.
2. Vendor acknowledges and agrees that its representatives working on-site at the facilities of David's Bridal or its affiliates shall be subject to, and shall comply with, their respective security procedures and other policies and procedures for workplace conduct, including, but not limited to, sign-in and visitor identification procedures, and with information and data security policies and procedures in effect from time to time furnished by David's Bridal to Vendor. Vendor's representatives shall not, without the prior written consent of David's Bridal, connect to David's Bridal information technology infrastructure any computers or hardware not furnished by David's Bridal. Vendor will ensure that its employees and agents will, whenever on David's Bridal or its affiliates' premises, obey all workplace safety policies of David's Bridal or the affiliate, as applicable. Vendor shall be responsible for securing work permits, licenses, and any other documents that may be required of Vendor by any governmental authority for its performance of the services.
3. For Vendor's resources, Vendor shall be solely responsible for (i) paying such resources; (ii) paying and reporting any tax withholding (including federal, state and local income taxes), workers' compensation payments, social security taxes, and unemployment insurance; and (iii) any health or disability insurance, retirement benefits, or other welfare or pension benefits.
4. To the extent any software is included in any item(s) or delivered with any service(s) purchased by David's Bridal hereunder, and except as otherwise agreed in a signed writing by the parties, Vendor hereby grants to David's Bridal and its affiliates a perpetual, nonexclusive, assignable, worldwide license to install on the systems of David's Bridal and its affiliates and to use for productive purposes and non-productive purposes any such software. This license includes, without limitation, a grant to David's Bridal of the right to use such software for the benefit of David's Bridal, including any affiliate of David's Bridal, and of any divested business unit of David's Bridal or an affiliate of David's Bridal, and for the performance of services for the benefit of David's Bridal and its affiliates by their third party providers of services in the ordinary course of their business. In the event that licenses or other terms or conditions related to the service(s) are provided by Vendor or are otherwise made available to David's Bridal, the terms and conditions hereof shall prevail and such other licenses, terms or conditions shall have no force or effect.
5. Notwithstanding anything to the contrary herein, David's Bridal may terminate performance of the service(s) hereunder at any time, for convenience, upon one (1) days' notice to Vendor. In the event of such a termination and within thirty (30) days: a) David's Bridal shall pay to Vendor such amounts as may be due for services properly performed by Vendor hereunder prior to such termination; and b) Vendor shall pay to David's Bridal a pro rata portion of any prepaid fees for services not provided prior to such termination.

I) DESIGN & SOURCING OWNERSHIP

Vendor shall promptly disclose and turnover to David's Bridal any and all materials, discoveries, inventions, techniques, technological innovations, data, findings, processes, procedures, concepts, know-how, improvements, algorithms, software programs, documentation, screen shots, icons, schematics, software source documents, code, manuals, projections, results, products, product designs, development, textile designs, ideas, artwork, documents, drawings, samples, sketches, designs, information concerning color palette and color standards, sourcing information, potential product names, labeling and marking ideas, machinations, copyrightable works, original works of authorship and deliverables including, but not limited to, copyrights, trade secrets, patents and other intellectual property rights associated therewith or included therein, whether or not patentable or registerable under any intellectual property laws, conceived or made by Vendor or its representatives or agents, solely or jointly, in conjunction with any Purchase Order issued by David's Bridal, whether or not conceived or made during working hours, relating in any manner to the subject matter of the Purchase Order or resulting from the use of any David's Bridal properties or materials, or delivered or required to be delivered by Vendor (collectively, "**David's Intellectual Property**"). All such David's Intellectual Property shall be the exclusive property of and owned by David's Bridal with respect to any and all countries. Vendor hereby assigns to David's Bridal, all worldwide right, title and interest thereto in and to the David's Intellectual Property, including all intellectual property rights therein, without any requirement of further consideration. David's Bridal shall have the right to obtain and hold in its own name all patents, copyrights, registrations and similar protection that may be available in such David's Intellectual Property. Vendor agrees to give David's Bridal, and its designees or assigns, all assistance reasonably required to perfect such rights, titles and interests. All David's Intellectual Property and work performed under a Purchase Order shall be deemed "work made for hire" for David's Bridal for the purposes of Federal and State law.

J) DAVID'S BRIDAL POLICIES REGARDING INVOICING

1. For services such as cleaning, repairs or installations, a service receipt, signed by an authorized David's Bridal employee and indicating date, time and location, must be attached to the invoice. For temporary help, a timesheet is to be signed and submitted. Original receipts must be submitted as support for any reimbursable expenses. **SPECIAL NOTE**: For all Direct-to-Customer Vendors, please refer to the applicable Invoicing / Payment Policies contained in the Direct-to-Customer Operations Manual.
2. David's Bridal does not pay any late charges, finance charges, handling charges, restocking fees, or any other charge not specifically authorized on our Purchase Order.
3. **Invoice Payment Dating Terms** – The time for payment shall begin to accrue and David's Bridal is entitled to take discounts on the basis of the date of merchandise receipt or date of invoice receipt, whichever is later. If EOM terms are specified on the Purchase Order, then if merchandise or invoice is received on or before the 25th of the month, EOM terms begin on the first of the following month. EOM terms mean the payment is due the specified number of days after the end of the month the merchandise or invoice was received.
4. Payment of all or any portion of an invoice does not constitute acceptance by David's Bridal and is without prejudice to any and all rights, remedies, claims or defenses of David's Bridal against Vendor and/or third parties.
5. A separate invoice must be submitted for each Purchase Order. In the case of drop-shipments to stores, a separate invoice must be submitted for each store shipment (and such invoice must show the store number).
6. All invoices must show the Purchase Order number and provide a detailed, itemized description of the product shipped or service performed.
7. The prices and quantities on an invoice must match the Purchase Order specifications. If there is any difference between what you are billing for and what was ordered on the Purchase Order, the Purchase Order must be modified by your Buyer to match the invoice before Accounts Payable will issue any payment.
8. No product may be shipped (or service provided) or invoiced unless it is included on an approved Purchase Order.
9. Invoices may not be dated or sent to Accounts Payable prior to the merchandise ship date or the date the service is provided.
10. David's Bridal reserves the right to require proof of delivery or performance for any invoice upon request.
11. All itemized invoices and accompanying documents (including executed shipping documents) must be sent directly to **David's Bridal, Inc. Attn: Accounts Payable Department, 1001 Washington Street, Conshohocken PA 19428**. You may also email these documents as .pdf attachments to invoices@dbi.com. Do not send invoices to our store, distribution center, or any other location.
12. Payment will be delayed or withheld for invoices that do not include the required information and/or accompanying documents or are otherwise not in conformance to the invoicing requirements.
13. David's Bridal applies chargebacks assessed to a purchase order by deducting the chargeback amount from the payment made on the purchase order, or from a future payment if the purchase order invoice has already been paid.
14. A Vendor Violation Advice will be sent electronically to your company whenever a chargeback is processed. The Advice forms will explain the non-compliance issues we found and include photos of the violation (if applicable). A vendor should thoroughly review the documentation to ensure that the necessary corrections are made and future shipments are compliant with our requirements. A vendor may submit further evidence or information to the Vendor Compliance department if they wish to dispute a chargeback, but they should do so within 90 days of the Advice Date. David's Bridal will not accept or consider any disputes made more than 90 days after the Advice is issued
15. Notwithstanding anything to the contrary contained herein, David's Bridal will pay all invoices within ninety (90) days of receipt unless otherwise specifically agreed upon in writing by David's Bridal.

K) MISCELLANEOUS TERMS

1. **Independent Contractor**. Neither this Agreement nor the performance of the obligations hereunder is intended to be, shall be deemed to be, or shall be construed to create a partnership, association, joint venture, principal or agency relationship, or employer/employee relationship of any kind between Vendor and David's Bridal. The parties' relationship to each other is one of independent contractors. Vendor specifically agrees that Vendor shall not act as David's Bridal's agent in any transaction whatsoever.

2. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be sold, transferred (including any transfer by merger or other operation of law), subcontracted or assigned by Vendor, in whole or in part, without the prior written consent of David's Bridal. Any attempted delegation, subcontracting or assignment without David's Bridal's prior written permission shall be wholly void and totally ineffective for all purposes. David's Bridal may assign its rights and obligations under this Agreement at any time to any person, firm or entity without the consent of Vendor.
3. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Pennsylvania, and agree that such courts are the exclusive venue for any matter arising out of or related to this Agreement. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, as it may have been or hereafter may be in effect in any jurisdiction.
4. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT WHICH EACH OF THEM, RESPECTIVELY, MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.
5. Severability. If any provision of this Agreement shall, for any reason, be found by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement which shall remain in full force and effect, and this Agreement shall be construed as if such unenforceable provision had never been contained herein.
6. Waiver. No waiver of any term, condition or obligation of this Agreement shall be valid unless in writing and signed by the waiving party. The failure or delay by either party to exercise any right under this Agreement shall not be construed to be a waiver of such right or to preclude further exercise. No waiver of any one or several of the provisions, conditions or obligations of this Agreement, and no partial waiver thereof, shall be construed as a waiver of any of the other terms, conditions or obligations of this Agreement.
7. Headings. The section numbers and headings included herein are for convenience only and do not serve to define, limit or construe the scope or intent of such section. Unless the clear context of the section indicates otherwise, all singular terms include the plural and all masculine, feminine or neutral terms include all the others.
8. Binding Agreement. This Agreement shall be binding upon and inure to the benefit the parties and their respective successors and assigns. Subject to the foregoing sentence, this Agreement is for the exclusive benefit of Vendor and David's Bridal, and there shall be no third party beneficiary to any of the provisions of this Agreement.
9. Injunctive Relief; Remedies. It is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach by Vendor of this Agreement and that any such breach by Vendor may cause David's Bridal great and irreparable injury and damage. Accordingly, any rights or remedies David's Bridal has hereunder are cumulative, nonexclusive and in addition to, and not in lieu of any other rights and remedies that David's Bridal may have hereunder, at law or in equity and Vendor agrees that David's Bridal shall be entitled, without waiving any of said rights or remedies otherwise available to David's Bridal, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Vendor.
10. Reference; Use of Names and Marks. Except as otherwise provided or permitted by the Agreement, Vendor shall not (a) use David's Bridal's name, trademarks or service marks, whether existing pursuant to common law, State or Federal statute, rules or regulations or otherwise, (b) use David's Bridal as a reference, (c) refer to David's Bridal in any marketing materials, or (d) disclose or refer to or make any public announcements regarding this Agreement directly or indirectly, without the prior written approval of David's Bridal.
11. Bankruptcy Code. The parties acknowledge that if Vendor grants to David's Bridal in this Agreement a license of a right to intellectual property, this Agreement shall be governed by Section 365(n) of Title 11, United States Code (the "**Bankruptcy Code**"), and if Vendor as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects this Agreement, David's Bridal may elect to retain its rights hereunder to the licenses granted by Vendor as provided in Section 365(n) of the Bankruptcy Code. Further, if a petition for relief is filed by or against David's Bridal under the Bankruptcy Code, Vendor hereby consents to the assumption or the assumption and assignment of this Agreement pursuant to the Bankruptcy Code.
12. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by either (a) personal delivery, (b) nationally recognized overnight courier service, or (c) certified or registered first class mail, return receipt requested, and shall be deemed given upon the earlier of (i) actual receipt or (ii) first refusal of delivery, as referenced by applicable delivery receipt or record. Notices shall be sent to the address for each party set forth in the purchase order. A copy of all notices to David's Bridal shall to be sent to David's Bridal, Inc., 1001 Washington Street, Conshohocken, PA 19428, Attention: Vice President, Corporate Counsel. Either party may change its address for notices by notice given as provided for in this Section.

13. Books and Records. Vendor shall keep accurate books of account at its principal place of business covering all transactions relating to this Agreement, and David's Bridal or its duly authorized representatives shall have the right, at reasonable hours of the day and upon reasonable notice, to examine such books and all other documents and materials in Vendor's possession, custody or control with respect to this Agreement and to make copies and summaries thereof. All books and records relative to the Vendor's obligations hereunder shall be maintained and kept accessible and available to David's Bridal for inspection for at least three (3) years after termination of this Agreement.
14. Amendment. This Agreement may not be modified or amended except by written amendment executed by the parties. **NOTWITHSTANDING THE FOREGOING, DAVID'S BRIDAL EXPRESSLY RESERVES THE RIGHT TO AMEND, MODIFY OR OTHERWISE MAKE CHANGES TO THIS AGREEMENT (WHICH, FOR THE AVOIDANCE OF DOUBT, INCLUDES ANY AGREEMENT INTO WHICH THESE TERMS ARE INCORPORATED), WHICH MAY INCLUDE THE ADDITION OF NEW TERMS OR THE MODIFICATION OR DELETION OF EXISTING TERMS, AT ANY TIME IN ITS SOLE DISCRETION BY POSTING THE UPDATED DOCUMENT ON THE DAVID'S BRIDAL VENDOR COMPLIANCE SITE LOCATED AT WWW.DAVIDSBRIDAL.COM/VENDORCOMPLIANCE ("COMPLIANCE SITE"), AT LEAST THIRTY (30) DAYS BEFORE SUCH AMENDMENT, MODIFICATION OR OTHER CHANGES BECOME EFFECTIVE.** IF SUCH AMENDMENT, MODIFICATION OR CHANGE IS IN DIRECT CONFLICT WITH A SPECIFIC TERM OF THE AGREEMENT THAT WAS AMENDED, MODIFIED OR SUPPLEMENTED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES FROM THE STANDARD TERMS THEN IN EFFECT AS A RESULT OF NEGOTIATIONS, THEN SUCH SPECIFICALLY NEGOTIATED TERM SHALL CONTROL IN THE EVENT OF SUCH CONFLICT. ANY SUCH AMENDMENTS, MODIFICATIONS OR OTHER CHANGES TO THIS AGREEMENT WILL COMMENCE ON THE EFFECTIVE DATE THEREOF AND WILL BE BINDING ON VENDOR (INCLUDING WITHOUT LIMITATION WITH RESPECT TO ALL PREVIOUSLY ISSUED OUTSTANDING PURCHASE ORDERS). IN THE EVENT THAT ANY SUCH AMENDMENT, MODIFICATION OR OTHER CHANGE WILL HAVE A MATERIALLY ADVERSE IMPACT ON VENDOR, VENDOR MAY, BY WRITTEN NOTICE TO DAVID'S BRIDAL, TERMINATE THE AGREEMENT; PROVIDED THAT SUCH TERMINATION NOTICE IS RECEIVED BY DAVID'S BRIDAL BEFORE THE EFFECTIVE DATE OF ANY SUCH AMENDMENTS, MODIFICATIONS OR OTHER CHANGES TO THIS AGREEMENT. If Vendor terminates the Agreement in accordance with the foregoing sentence, the terms in effect prior to such amendment, modification or change shall continue in effect without modification until the effective date of any termination of this Agreement pursuant to this provision shall be the later of (i) thirty (30) days from the date of receipt by David's Bridal of the termination notice from Vendor or (ii) in David's Bridal's sole discretion, the completion by Vendor of all services then in process and fulfillment of all orders placed with Vendor pursuant to this Agreement. The date of the last revisions to the Agreement will appear on the form of Agreement posted on the David's Bridal Vendor Compliance Site. **VENDOR ACKNOWLEDGES ITS RESPONSIBILITY TO REGULARLY CHECK THE DAVID'S BRIDAL VENDOR COMPLIANCE SITE FOR CHANGES TO THIS AGREEMENT AND TO REVIEW THE FULL UPDATED DOCUMENT FOR CHANGES.**
15. Purchase Order Delivery. The parties agree that the Purchase Order may be delivered electronically and Vendor waives any right to challenge its enforceability based on such delivery method.
16. Survival. Notwithstanding any legal presumption to the contrary, the covenants, conditions, representations, indemnities and warranties contained in this Agreement, shall survive inspection, delivery, acceptance and payment, shall be binding upon Vendor and its successors and permitted assigns, and shall run in favor of David's Bridal and its successors and assigns.
17. Vendor and David's Bridal agree that, unless otherwise agreed in writing or precluded by law, no action for breach of a Purchase Order may be commenced by Vendor after two (2) years from the accrual of the cause of action. If any action at law or in equity is necessary to enforce or interpret the terms of any Purchase Order, David's Bridal shall be entitled to recover its costs (including reasonable attorneys' fees) incurred in enforcing the terms of the Purchase Order. Any rights or remedies David's Bridal has hereunder are cumulative, nonexclusive and in addition to, and not in lieu of any other rights and remedies that David's Bridal may have hereunder, at law or in equity.

THE PARTIES HEREBY EXPRESSLY AGREE THAT VENDOR'S EXECUTION OF THE VENDOR'S ACKNOWLEDGEMENT FORM OF DAVID'S VENDOR COMPLIANCE PROGRAM SHALL CONSTITUTE VENDOR'S AGREEMENT TO BE BOUND BY DAVID'S BRIDAL "TERMS AND CONDITIONS OF PURCHASE ORDER".