



DAVID'S BRIDAL SOCIAL AUDIT REQUEST FORM

Global Key Account Manager:
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Customer Service:
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Please enter text in grey cells:

DAVID'S BRIDAL REQUESTING SGS SERVICE				* Required Info
Customer Name:				
Bill To Address & Contact (Invoice):		Report Delivery Address: same as billing address		
Contact Name:		Contact Name:		
Telephone:		Telephone:		
Email:		Email:		
SERVICE LOCATION INFORMATION				
Facility Name:				
Facility Street Address:				
City/State/Zip:				
Service Location Contact:		Telephone:		
Fax:		Email:		
PRODUCT / SERVICE INFORMATION				
Description of Activities Undertaken at the Service Location:				
Product Type(s):				
# of Employees:	# of Supervisors:	# of Staff:	# of Buildings:	
Primary Language Spoken:	Secondary Language Spoken:	Language of Documentation:		
1st Choice Execution Week of*:	2nd Choice Execution Week of*:	3rd Choice Execution Week of*:	Report Deadline:	
SGS AUDIT SERVICE REQUESTED				
David's Bridal Code of Conduct / Social Compliance				
NOTE: Applicant is hereby authorizing SGS to provide a copy of the audit report to David's Bridal				

CLIENT CONFIRMATION:

We confirm that the above information is complete and understand that the performance of the services described is governed by the SGS General Conditions of Service attached hereto.

AUTHORIZED SIGNATURE: _____

DATE: _____

GENERAL CONDITIONS OF SERVICE

1. GENERAL

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS North America Inc. or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) If Client is not using the services directly, such services will be performed for Client's third party persons or entities ("Client Vendors").

(d) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. PROVISION OF SERVICES

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) For the avoidance of doubt, all services shall be performed by the Company (e.g. SGS employees). The Company may not delegate the performance of all or part of the services to an agent or subcontractor, unless Client has given prior written consent.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. OBLIGATIONS OF CLIENT

The Client will:

(a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(c) supply, if required, any special equipment and personnel necessary for the performance of the services;

(d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

(e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

(f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. FEES AND PAYMENT

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client, provided that Company shall provide prompt written notice to Client of the imposition of any taxes for which Client is responsible hereunder.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 60 days from the relevant invoice date of receipt or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.0% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client Vendors may elect to use the Company's services through Client's Social Compliance or related programs. In such cases Company shall bill Client Vendor directly. Under no circumstances shall Client be responsible for payment of Client Vendor audits and/or other services hereunder.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's reasonable collection costs, including reasonable attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services upon prior notice to and written consent of Client. These expenses and/or fees will be passed on to Client Vendors, when applicable.

(g) If either Party is unable to perform all or part of the services for any cause whatsoever outside the Party's control including a failure to comply with any of the obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- 1) the amount of all Client approved non-refundable expenses incurred by the Company; and
- 2) a proportion of the agreed fee equal to the proportion of the services actually carried out.
- 3) And Client shall be entitled to a pro-rata refund for any prepaid fees for Company services not actually carried out.

5. SUSPENSION OR TERMINATION OF SERVICES

Either party shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

(a) failure by the other party to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to such party; or

(b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other party.

6. LIABILITY AND INDEMNIFICATION

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/

or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Parties in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US \$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The parties shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by a party.

(6) In the event of any claim, each Party must give written notice to the other Party within 30 days of discovery of the facts alleged to justify such claim and, in any case, either Party shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) Certain Damages Not Excluded: Notwithstanding the foregoing provisions of this Section 6, no limitation of either party's liability set forth in this agreement shall apply to (I) damages arising from a party's breach of its confidentiality or indemnification obligations, (II) damages arising from infringement and/or misappropriation of a party's intellectual property rights, or (III) damages arising from a Party's gross negligence or willful misconduct.

(c) Client Indemnification: Client shall indemnify, defend, and hold harmless, the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature, including all reasonable legal expenses and related costs and howsoever arising relating to the negligence or willful misconduct of Client pursuant to these General Conditions.

(d) Company Indemnification: Company shall indemnify, defend and hold Client and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature, including all reasonable legal expenses and related costs and howsoever arising relating to the negligence or willful misconduct of Company while in the course of performing the Services under these General Conditions.

7. MISCELLANEOUS

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter either Party shall not directly or indirectly entice, encourage or make any offer to the opposing Party's employees to leave their employment with the Party. It will not be a violation of this provision for either party to hire or employ personnel from the other who have responded to a job advertisement open to the general public or some segment thereof.

(c) Use of either Party's corporate name or registered marks for advertising purposes is not permitted without the Party's prior written authorisation. Each Party reserves all rights in its intellectual property and nothing in this agreement shall be construed as granting permission to use such intellectual property, unless otherwise provided herein.

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of the State of Delaware exclusive of any rules with respect to conflicts of laws. Any and all disputes arising hereunder shall be adjudicated exclusively in the federal or state courts located in the State of Delaware.