

The following terms and conditions are a part of each Purchase Order submitted by Nordstrom, Inc. or one of its affiliates (“**Purchaser**”) and are binding upon Seller (defined as the entity identified as the seller or service provider in the corresponding Purchase Order). These terms and conditions govern the purchase of goods and services by Purchaser as set forth on the applicable purchase order, schedule, statement of work, or other purchasing document (“**Purchase Order**”). For goods shipped to Canada or services provided to Nordstrom Canada Retail, Inc. or Nordstrom Canada Leasing, LP, the Purchaser is Nordstrom Canada Retail, Inc. or Nordstrom Canada Leasing, LP, respectively.

ACCEPTANCE BY SELLER IS LIMITED TO THE TERMS OF THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS. PURCHASER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN SELLER’S ACCEPTANCE OR ANY OTHER DOCUMENT OR FORM TRANSMITTED ON BEHALF OF SELLER, UNLESS PURCHASER’S WRITTEN CONSENT IS FIRST OBTAINED. PURCHASER’S OBJECTION TO DIFFERENT OR ADDITIONAL TERMS SHALL NOT BE WAIVED BY ACCEPTANCE OF ANY GOODS OR SERVICES OR BY PAYMENT OF ANY INVOICE. If a written agreement signed by both parties is in effect covering the sale of the goods and services covered by the applicable Purchase Order, that agreement will prevail to the extent it is inconsistent with these terms and conditions.

1. Acceptance of Terms. Acceptance of a Purchase Order, shipment of goods, or performance of services constitutes Seller’s agreement to: (A) the Purchase Order; (B) these terms and conditions; and (C) all relevant materials, policies, guidelines, and instructions on NordstromSupplier.com (for goods shipped to and services provided in the United States) and NordstromSupplierCanada.com (for goods shipped to and services provided in Canada); (D) and represents and warrants that it will comply with the Nordstrom Partner Code of Conduct incorporated herein by this reference and available at <https://www.nordstrom.com/browse/nordstrom-cares/strategy-governance-reporting/partner-code-of-conduct>, which may be updated from time to time; and (E) if Seller provides goods or services to Purchaser via Purchaser’s electronic catalog, the Coupa Catalog Requirements attached hereto as Exhibit 1 (collectively, the “**Vendor Purchasing Guide**”). These terms and conditions and the applicable Vendor Purchasing Guide may be modified by Purchaser at any time. Such modifications will be posted on Purchaser’s website or otherwise provided to Seller and shall be binding upon the parties from the date of such posting or provision to Seller, whichever date comes first.

2. Electronic Transmission. Purchaser may utilize Purchase Orders by electronic transmission. Subject to Section 27 (A) (Restaurant Verbal Orders) of this of Purchase Order Terms and Conditions, verbal orders are not valid unless subsequently confirmed with an electronic Purchase Order. Purchaser will not assume liability for any goods shipped or services commenced by Seller prior to receipt by Seller of a duly authorized Purchase Order. Each party shall be responsible for its own costs related to electronic transmission systems and transmissions and shall maintain security procedures sufficient to ensure that electronic transmission transactions are authorized and protected against improper access.

3. Deliverables. Seller will provide the services as set forth in the applicable Purchase Order. The services include any work product or other items or materials created for Purchaser or delivered or to be delivered to Purchaser in connection with the services (“**Deliverables**”). Upon providing a Deliverable, Purchaser will determine if the Deliverable conforms to the documentation, specifications, and any other requirements set forth in the Purchase Order, these terms and conditions, or other applicable documents. If Purchaser is not satisfied with a Deliverable, Purchaser will notify Seller in writing of any deficiencies. Upon receipt of the notice, Seller will have five (5) business days to correct the deficiencies. Payment will not be construed as acceptance of Deliverables. In the event such deficiencies are not corrected, Purchaser may elect, at its option and without further liability, to cancel the services and return any Deliverables for a full refund of all fees previously paid. In the event Seller is unable to deliver or perform any part or all of the goods or services, Seller agrees to notify the Purchaser immediately. Such notice will not limit the remedies available to Purchaser or the liability of Seller for nonperformance.

4. Right of Refusal. Purchaser or Purchaser’s agent may refuse delivery or return the goods F.C.A. Purchaser’s dock or reject services for:

A. Shipments (i) made before the earliest ship date or “Not Before Date,” or after the cancel date or “Not After Date,” specified in the Purchase Order, or (ii) shipped prior to or after the “Delivery Date” specified in the Purchase Order, time being of the essence of each Purchase Order;

B. Shipments or services of less than or in excess of quantities ordered;

C. Goods or services that are not in compliance with the applicable specifications or other requirements set forth in the Purchase Order or these terms and conditions;

D. Goods or services not specified in the Purchase Order;

E. Goods or services that are not as represented or as warranted, including as set forth in the Purchase Order and these terms and conditions;

F. Shipments or services that are not in compliance with the provisions of the applicable Vendor Purchasing Guide, including without limitation all quality standards, labeling requirements, transportation terms and conditions, packing instructions, and invoicing instructions;

G. Goods that for any reason, except payment of applicable duties and tariffs, will not be cleared for entry by the applicable customs authority; and

H. Goods that have quality or safety defects or are recalled for any reason.

5. Inspection. All goods and services furnished under any Purchase Order will be subject to inspection and testing by Purchaser or its representatives or agents, and may be rejected and returned to Seller at Seller's cost when found to be defective, or otherwise subject to return or rejection as set forth in these terms and conditions. If a shipment, or any portion of a shipment, is determined in Purchaser's reasonable discretion to be subject to return as set forth in these terms and conditions, the entire shipment or portion may be rejected and returned to Seller at Seller's cost. At the option of the Purchaser in its sole discretion, any rejected or returned goods or services will be subject to refund, repair by Purchaser or Seller, or replacement by Seller, at Seller's cost. Payments for goods or services prior to inspection will not constitute acceptance, and Purchaser reserves the right to hold for Seller or return to Seller, at Seller's expense, any rejected goods.

6. Seller Warranties.

A. *General Warranty*. Seller represents, warrants, and certifies that the goods shipped under any Purchase Order are fit and safe for the use for which they were manufactured and that the goods, the Deliverables, and use of the goods and Deliverables by Purchaser does not and will not violate any federal, state/provincial, or local laws, regulations, orders, or ordinances of the country of origin and the country of destination.

B. *Seller Compliance with Laws*. Seller represents and warrants that it does not and will not in violation of applicable law, custom, or practice: (a) discriminate in hiring on the basis of race, color, national origin, gender, religion, or sexual orientation; (b) utilize, through its own operation or that of its manufacturers or subcontractors, child labor, prison labor, indentured or bonded labor, or labor obtained through human trafficking or slavery in the operation of its business; (c) fail to comply with applicable wage and hour laws, including those related to minimum wage or overtime or the accurate recording of hours worked; or (d) participate in any payment or authorization practices in violation of any applicable anti-corruption or anti-bribery laws or regulations, including but not limited to the Federal Foreign Corrupt Practices Act (United States) or the Foreign Public Officials Act (Canada).

C. *Standards Warranty*. Seller and its employees, independent contractors, representatives, and other agents assigned to perform services under a Purchase Order have the required skills, experience, and qualifications to perform the services and will perform the services in a professional and workmanlike manner in accordance with best industry standards and in a manner consistent with the image of Purchaser and Purchaser's good reputation.

7. Warranties for Goods, Services, and Deliverables. Seller represents, warrants, and certifies that: (A) the goods and services were and will be produced, processed, and provided in strict compliance with all applicable federal, state/provincial, or local laws, regulations, orders, testing requirements, and ordinances of the country of origin and the country of destination, including but not limited to environmental or hazardous substance, labor, and wage and hour (including minimum wage and overtime) laws and regulations; (B) the goods and services and Purchaser's use thereof does not and will not, and will be produced and provided in a manner that does not and will not, infringe or violate any intellectual property or other proprietary rights, including without limitation: any patent, trademark, service mark, trade dress, trade name, copyright, trade secret, right of privacy, license, publicity, or moral right, or utilize any manufacturing or administrative process that would infringe or violate any such right, and Seller has not received any notification of and has no knowledge of any basis upon which a third party could claim or contest the intellectual property in Seller's goods; (C) the goods are accurately labeled; (D) the goods and services comply in all respects with any and all applicable laws, regulations, orders and ordinances; and (E) the goods and Deliverables are free from defect in design, material, and workmanship, and the Deliverables.

8. Malicious Code Warranty. Seller represents, warrants, and certifies that the goods and Deliverables are free from, and will remain free from, any software, hardware, or other technologies, devices, or means, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any computer, software, firmware, hardware, system or network, or any application or function of any of the foregoing or the integrity, use, or operation of any data processed thereby; or (ii) prevent Purchaser or any of its employees, agents, or representatives from accessing or using the Deliverables as intended by the Purchaser Order and these terms and conditions, including any virus, bug, Trojan horse, worm, backdoor, time bomb, drop dead device, or any other malicious computer code.

9. Privacy and Security Warranties. Seller represents, warrants, and certifies that (A) Seller's processing, storage, and transmission of Personal Information does and will comply with all applicable federal and state privacy and data protection laws including, but not limited to, the California Consumer Privacy Act, all other applicable regulations and directives, and these terms and conditions; (B) the goods and Deliverables are processed, packed, and shipped in accordance with: (i) all applicable supply-chain security requirements that the goods' country of destination may adopt such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or the Canadian Partners in Protection (PIP) Program, and (ii) all applicable federal, state/provincial, and local hazardous material transportation laws and regulations of the country of destination.

10. Work Made for Hire. Unless otherwise set forth in the applicable Purchase Order, all Deliverables produced for Purchaser under a Purchase Order will be deemed a "work made for hire" within the meaning of the U.S. Copyright Act, as amended. To the extent any Deliverable is not a "work made for hire," Seller hereby irrevocably assigns and transfers to Purchaser all right, title, and interest in the Deliverables, including all copyrights, trademarks, and other intellectual property rights. Seller will execute all documents necessary and take any other actions reasonably requested by

Purchaser (both during and after the term of the applicable Purchase Order) to confirm, carry out, and effectuate fully the assignments contemplated in the Purchase Order and these terms and conditions.

11. **Third Party Contractors.** Seller may retain subcontractors to perform services on Seller's behalf, subject to the following conditions: (a) Purchaser retains the right to disapprove of any subcontractor, and upon notice of disapproval, Seller will immediately withdraw such subcontractors from performing services; (b) Seller is responsible for the performance of all subcontractors and their compliance with the Purchase Order and these terms and conditions; and (iii) Seller's required insurance policies must name its subcontractors as additional insureds.

12. **Indemnification.** Seller agrees to defend (with counsel acceptable to Purchaser), indemnify, and hold harmless the Purchaser from any and all claims, suits, fines, penalties, liabilities, damages, losses, or expenses, including attorneys' fees and costs, asserted against or incurred by Purchaser by reason of, or arising out of or occurring in connection with: (a) any breach or alleged breach of any of these terms and conditions, any Purchase Order, the applicable Vendor Purchasing Guide, or any representations or warranties of Seller made herein or in any Purchase Order or otherwise; (b) any claim that the goods or services, or Purchaser's use of the goods or services, violate a third party's patent, trademark, copyright, or other intellectual property right; (c) any act or omission of Seller in the furnishing of goods or in the performance of services under any Purchase Order, including, but not limited to, death of or injury to any person and worker's compensation or worker wages, discrimination, or other employee related matters; (d) any damage, destruction, or theft of property; and (e) the transportation or shipping of any goods covered under the Purchase Order authorized by or in Seller's control. For purposes of this provision, "Seller" will be deemed to include Seller, its representatives, agents, Purchaser-authorized subcontractors, and employees. Seller will not, without the prior written consent of Purchaser, settle or compromise any action, suit, proceeding or claim in which Purchaser is named as a party, or consent to the entry of any judgment in any such matter. All indemnification obligations of Seller hereunder will survive termination or cancellation of any Purchase Order.

13. **Confidentiality:**

A. **"Confidential Information"** means information, in any format, that Purchaser designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given its nature and circumstances of disclosure. Confidential Information includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, research and development activities, business processes, costs, pricing, recipes, formulas, profits, compensation, financial information, and Personal Information as it is defined in this Section.

B. **"Personal Information"** is a subset of Confidential Information and means any data relating to a directly or indirectly identified or identifiable individual, as may be further defined under applicable law, which may include a term similar to Personal Information but which shall have the same general meaning (e.g. "personal data") and may include but not be limited to name, address, telephone number, email address, credit card number, medical records, driver's license, social security number, marital status, ethnicity, age, image, customer identification number, device identifier, IP address, location information, browsing behavior or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

C. Confidential Information shall not include any information that: (i) is or becomes publicly available without Seller's breach of this Agreement; (ii) was known to Seller prior to its disclosure by Purchaser pursuant to the terms of this Agreement; (iii) Purchaser has approved for release, in writing; or (iv) which has been independently developed by Seller prior to disclosure by Purchaser to Seller, by personnel having no access to the Confidential Information at the time. Notwithstanding the foregoing, Personal Information shall retain its status as Confidential Information regardless of whether one of the foregoing exclusions applies. In any dispute between the parties with respect to these exclusions the burden of proof shall be on Seller with a standard of clear and convincing evidence.

D. Seller will: (i) not process Personal Information on behalf of Purchaser in its delivery of goods or services; (ii) not disclose Confidential Information to any third party without Purchaser's prior written consent; and (iii) take security precautions, in the same manner it takes to protect its own confidential information, but in no event less than reasonable care or the measures required by applicable privacy and security laws or industry standards, to safeguard the Confidential Information.

E. Seller will immediately notify Purchaser upon discovery of any suspected or actual unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by Seller, its representatives, or affiliates. In no event will Seller take more than twenty-four (24) hours to notify Purchaser. Seller will cooperate at its own expense in every reasonable way to help Purchaser regain possession of the Confidential Information and use best efforts to prevent its further unauthorized use or disclosure. Seller will not contact individuals or suppliers of Purchaser regarding such breach without the prior written consent of Purchaser.

14. **Force Majeure.** Purchaser reserves the right to cancel all or any part of any Purchase Order in the event Purchaser's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God, the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, hostilities, terrorist acts, riots, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Purchaser to control. Seller's timely performance under any Purchase Order shall not be excused or deemed to have been made impracticable by reason of any delay or failure to perform by Seller or any agent, subcontractor, or supplier of Seller, caused by or related to any computer system incompatibility or inability to accurately process date and time data.

15. Waiver. A waiver of or failure to perform any one or more of the conditions of any Purchase Order shall not constitute a waiver of or an excuse for nonperformance as to any other part of these terms and conditions or any Purchase Order.

16. Payments and Invoicing. Unless otherwise specified by Purchaser or required by law, Purchaser will pay correct, undisputed invoices by ACH/EFT within seventy-five (75) days after the date of Purchaser's receipt and acceptance of such invoice. Payments will be issued in the currency listed on the Purchase Order. Seller's price for shipment must include all costs and charges, including but not limited to packaging, boxing, crating and freight, associated with the applicable 2010 Incoterm specified in the applicable Vendor Purchasing Guide or the Purchase Order. Purchaser reserves the right to offset any amounts claimed by Purchaser against any amounts otherwise due Seller. All invoices must be submitted to Purchaser within sixty (60) calendar days after goods or services are delivered, and Purchaser will have no obligation to pay any invoice submitted after such time period. All invoices must be sent in accordance with the instructions in the Purchase Order or as otherwise specified by Purchaser. No payment will be made by Purchaser to Seller unless Seller has completed and returned all vendor setup forms required by Purchaser.

17. Remedies. In addition to any other remedies available to Purchaser, failure to comply with these terms and conditions, any Purchase Order, or the applicable Vendor Purchasing Guide, will result in offset charges and handling fees being charged to Seller. In any dispute under any Purchase Order or these terms and conditions, whether or not litigation is commenced, the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorneys' fees. The rights and remedies herein expressly provided are in addition to any other rights and remedies given by law or in equity, including without limitation, injunctive relief and the right of Purchaser to recover all incidental special and consequential and punitive damages. All warranties, representations, and guaranties and indemnities made by Seller herein are in addition to any and all express or implied warranties provided by law and will survive termination or cancellation of any Purchase Order. Seller acknowledges and agrees that all covenants, representations, and warranties of Seller hereunder, and all express and implied warranties with respect to any goods or services, are for the benefit of and extend to Nordstrom, Inc. or any of its affiliates. Seller agrees that Nordstrom, Inc. or any of its affiliates will be entitled to exercise any rights of the Purchaser and to make any claims pursuant to these terms and conditions and any Purchase Order.

18. Term and Termination. With respect to services, the Purchase Order and these terms and conditions will remain in effect for the period set forth in the Purchase Order. Purchaser may terminate a Purchase Order by giving fifteen (15) days prior written notice to Seller. Purchaser may terminate a Purchase Order at any time if any of the following occur: (a) Seller fails to comply with any requirements or obligations in a Purchase Order or these terms and conditions; (b) any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, or appointment with or without Seller's consent of a receiver or an assignee for the benefit of creditors. The rights and obligations of the parties in the Purchase Order and these terms and conditions that, by their nature, should survive termination or expiration of the Purchase Order or these terms and conditions, will survive termination or expiration of the Purchase Order or these terms and conditions, including Sections 1 (Acceptance of Terms), 4 (Right of Refusal) 5 (Inspection), 6A (General Warranties), 7 (Warranties for Goods, Services, and Deliverables), 8 (Malicious Code Warranty), 9 (Privacy and Security Warranties) 10 (Work Made for Hire), 12 (Indemnification), 13 (Confidential Information), 15 (Waiver), 17 (Remedies), 18 (Term and Termination), and Sections 21 through 25.

19. Nordstrom Marks. Seller agrees that it will not use any trademark, service mark, or trade name, patent or trade dress owned or controlled by or licensed to Purchaser or any of its affiliates, or used by Purchaser or its affiliates in connection with any products, lines, departments, or other goods or services of Purchaser or its affiliates, including but not limited to "Nordstrom" or "Nordstrom Rack" ("**Purchaser Marks**"), except in connection with goods or services provided to Purchaser in accordance with a valid Purchase Order. Seller agrees that all Purchaser Marks belong to or are licensed to Purchaser, and Seller will make no claim of right to use or of ownership nor will Seller attempt to register any Purchaser Marks. Seller agrees that goods rejected or returned for any reason, whether or not such rejection is disputed by Seller, will not be resold or otherwise distributed by Seller unless all labels, tags, logos, monograms, and other items or characteristics identifying Nordstrom, Nordstrom Rack, or any other Purchaser Mark, have first been removed. Upon request, Seller shall provide Purchaser with evidence of such removal in a form and substance acceptable to Purchaser in its sole discretion.

20. Insurance. Seller will maintain in full force and effect commercial general liability insurance, Workers' Compensation insurance, and automobile liability insurance, each with limits appropriate for Seller's industry and the scope of the goods, services, and Deliverables. Purchaser, its officers, directors, and employees will be named as "Additional Insureds" on the commercial general liability insurance policies, and Seller's insurance policies will be primary to any insurance carried by Purchaser, whose insurance will be excess and non-contributory for claims and losses arising out of Seller's performance under any Purchase Order or these terms and conditions. Seller will furnish certificates of insurance evidencing the insurance requirements upon Purchaser's request.

21. Publicity. Seller will not publicize its business relationship with Purchaser. Seller will not use any trade name, trademark, service mark, logo or any other information which identifies Purchaser in Seller's sales, marketing, and publicity activities or materials, including, but not limited to, interviews with representatives of any written publication, television station or network, or radio station or network, or in any publication in any website, digital media, print, video, or audio media.

22. Dispute Resolution. The parties desire to resolve disputes arising out of any Purchase Order and these terms and conditions without litigation. Accordingly, the parties agree to negotiate in good faith to resolve any such dispute. If informal negotiation is unsuccessful, the parties agree that any dispute arising out of or relating to any Purchase Order or these terms and conditions will be submitted to Seattle's Judicial Dispute Resolution, LLC ("**JDR**") located at 1425 Fourth Ave., Suite 300, Seattle, WA 98101, or its successor, for mediation. Either party may commence mediation by providing to JDR and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JDR and with one another in selecting a mediator from the JDR panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. At no time prior to the date set

for mediation shall either side commence litigation related to any Purchase Order or these terms and conditions. However, this limitation is inapplicable to a party if the other party refuses to cooperate to select a mediator and date for mediation

23. Governing Law. Each Purchase Order, these terms and conditions, and any matters arising out of or related to a Purchase Order or these terms and conditions will be governed by the laws of the State of Washington, without giving effect to its principles of conflict of laws or the U.N. Convention on Contracts for the International Sale of Goods. If litigation arises under or in connection with any Purchase Order or these terms and conditions, jurisdiction and venue of such litigation will be exclusively in the Superior Court for the State of Washington for King County or the United States District Court for the Western District of Washington in Seattle, at the option of Purchaser, and Seller hereby consents to such exclusive jurisdiction and venue. Any award or judgment of any of said courts may be entered and enforced in any other domestic or foreign court of competent jurisdiction and shall be awarded full faith and credit. No claim, action, or demand arising out of the transactions under any Purchase Order may be brought by Seller more than one (1) year after the cause of action has accrued.

24. Warranty Assignment. Seller hereby assigns to Purchaser all assignable warranty rights with respect to the goods in each Purchase Order, including without limitation all rights of Seller under warranties of any manufacturer of any of the goods or any part or component thereof.

25. Assignment. Each Purchase Order is enforceable by Purchaser directly against Seller, regardless of whether the Purchase Order was submitted directly to Seller by Purchaser or was submitted to Seller by another party on behalf of Purchaser. No such other party shall have any authority to act for Purchaser, bind Purchaser to any agreements or modifications or otherwise act as agent for Purchaser. Seller shall not assign or transfer any Purchase Order, or any interest therein, without the prior written consent of Purchaser, and any attempted assignment made without such consent shall be null and void.

26. Transportation. (A) Seller will ship all goods according to the Purchase Order unless the applicable Vendor Purchasing Guide gives permission to deviate or Purchaser provides its prior written consent. (B) Notwithstanding any agreement to pay freight or other transportation charges, delivery will not be deemed complete and risk of loss shall remain with Seller until the goods have been actually received and accepted by Purchaser or Purchaser's designated agent. (C) All C.O.D shipments will be refused. (D) For domestic shipments within the U.S. or Canada:

i. Authorized carrier selection should be made in accordance with the applicable Vendor Purchasing Guide. Any questions should be directed to Nordstrom Corporate Transportation.

ii. Goods shipped F.O.B. Factory or F.C.A. Origin will not be free of charge to Purchaser's consolidator and freight charges will be Purchaser's responsibility from the shipper's door.

iii. Goods shipped F.O.B. Store or D.D.P. Destination will be delivered free of charge to Purchaser's receiving facility and total freight charges will be at Seller's expense.

iv. In addition to any other remedies available to Purchaser, any deviation from the Purchase Order, these terms and conditions, or the applicable Vendor Purchasing Guide will result in Seller being charged the full cost for any freight expenses, handling fees, storage fees or other expenses incurred by Purchaser or its refusal agent.

v. Any goods not authorized for air shipment must be surface shipped according to the applicable Vendor Purchasing Guide. Seller is solely responsible for marking "Surface" on the applicable bill of lading. An air bill of lading which is used for surface shipment must have the "Special Services Requested" checkbox marked.

(E) For international shipments to the U.S. or Canada:

i. Authorized freight forwarder selection should be made according to the applicable Vendor Purchasing Guide.

ii. Unless otherwise specified in the Purchase Order, all goods will be shipped to the U.S. and Canada Delivered Duty Paid (DDP).

iii. In addition to any other remedies available to Purchaser, any deviation from the Purchase Order, these terms and conditions, or the applicable Vendor Purchasing Guide will result in Seller being charged the full cost for any freight expenses, handling fees, storage fees or other expenses incurred by Purchaser. If the Purchase Order provides for shipment via ocean and Seller ships the goods via air, before shipment Seller will reduce the original cost of the goods by the difference in price between ocean shipment and air shipment.

27. Restaurant. If the goods are for the Nordstrom Restaurant Division, including its specialty coffee bars, the following terms and conditions apply to Seller:

A. *Restaurant Verbal Orders.* Verbal orders made by Purchaser are valid.

B. *Recalls.* If any goods are recalled, Seller's obligations will include, but not be limited to the following:

- i. Immediately, at Seller's sole expense, notify Purchaser of such recall and arrange to have the recalled goods picked up from or destroyed at each of Purchaser's locations; and
- ii. Replace any recalled goods with new goods as ordered by Purchaser; and
- iii. Cooperate in all reasonable respects with Purchaser's public relations representatives, as designated from time to time, to coordinate a mutually acceptable public warning and/or news media communication; and
- iv. Immediately provide all test results relating to recalled goods to Purchaser upon Purchaser's request.

C. *Restaurant Inspection.* Purchaser will have the right with forty-eight (48) hours' advance written notice to Seller to inspect, during reasonable business hours, the areas of Seller's authorized production and processing facilities from which the goods are produced, stored or shipped. Purchaser may initiate an inspection for any reason it deems necessary, including but not limited to, goods quality control, cleanliness tests, and compliance with Nordstrom Restaurant standards and specifications.

D. *Restaurant Representations and Warranties.* Seller represents and warrants that all goods provided, processed, or manufactured by Seller for Purchaser will be, as of the delivery date:

- i. Not adulterated, misbranded, or otherwise in violation of any applicable food quality, food inspection, or food processing laws or regulations, including but not limited to the Federal Food, Drug and Cosmetic Act (United States) or the Food and Drugs Act (Canada); and
- ii. Free of any chemicals known to cause cancer or reproductive toxicity as identified by the applicable government authority. If the goods contain any of the identified chemicals, Seller represents and warrants that such goods fully comply with applicable food quality and chemical standards; and
- iii. Free from any salmonella or listeria organisms, toxins, foreign material, or other poisonous or injurious matter; and
- iv. Free from any artificial colorings and artificial flavorings (including artificial smoke flavorings); and
- v. Free from any hydrogenated or partially hydrogenated oils; and
- vi. If a fluid dairy product, the goods contain no Bovine Growth Hormone (BGH); and
- vii. Free from the following: ammonium chloride, aspartame, bromated flour, brominated vegetable oil; added caffeine (not naturally occurring), caramel color (classes II-IV), carmine/cochineal; fat substitutes (sucrose polyester, microparticulated whey protein concentrate), high fructose corn syrup (HFCS), maltodextrin, parabens (all), partially hydrogenated oils/artificial trans-fat, polydextrose, polyethylene glycol (PEG), potassium benzoate, propionic acid, saccharin, salatrim, silicates/bentonite (calcium aluminosilicate/calcium silicoaluminate/sodium calcium silicoaluminate, sodium aluminosilicate/sodium silico aluminate, calcium silicate, magnesium silicate (synthetic only), aluminum silicate/sodium bentonite), sodium benzoate, sodium diacetate, sodium erythorbate, sodium lactate, sodium lauryl sulfate, sodium metabisulfite, sorbates (calcium, potassium, sodium), sorbic acid (synthetic only), stannous chloride, sucralose, sucroglycerides, sulfites (added, not naturally occurring), tertiary butylhydroquinone, theobromine (added, not naturally occurring), titanium dioxide, vanillin (synthetic only).

E. *Restaurant Invoices.* An invoice must accompany each delivery of goods, whether delivered by Seller or by a third party on Seller's behalf.

EXHIBIT 1: Coupa Catalog Requirements

Seller agrees to provide and maintain an electronic catalog in Purchaser's Source-2-Pay system, Coupa ("**S2P System**"). Catalogs can be hosted in the S2P System ("**Hosted Catalog**") or a punchout from the S2P System to Seller's website ("**Punchout Catalog**"). Seller hereby agrees to the following requirements related to Hosted Catalogs and Punchout Catalogs.

Hosted Catalog Sellers will:

- Periodically update goods/services, descriptions, and pricing, not to exceed four (4) times per calendar year.
- Use S2P System functionality to identify goods/services classifications such as hazardous materials, radioactive, controlled substances, etc.
- Remediate pricing discrepancies within one (1) business day of receiving notice of such discrepancies.
- Invoice all goods/services at Hosted Catalog prices until a new price file is submitted and approved by Purchaser.

- Not increase goods/services prices more than once per calendar year and will allow Purchaser thirty (30) calendar days to review any price changes prior to publishing any price change.

Punchout Catalog Sellers will:

- Notify Purchaser's Strategic Sourcing department of all pricing and goods/services changes prior to making a change.
- Clearly notate shipping terms, return policy, and cancellation policy in the Punchout Catalog.
- Provide training or self-help details and/or instructions for users in the Punchout Catalog.
- Allow customization of the Punchout catalog with Purchaser's marks, logos, and/or any other language deemed necessary by Purchaser for inclusion in the Punchout Catalog.
- Agree that, to the extent the terms and conditions of the Purchase Order are in conflict with those in the punchout catalog, the Purchase Order will take precedence.
- Timely provide an error message as connectivity interruptions arise.

Seller will:

- Ensure that the Catalog data is maintained, updated, and accurate.
- Invoice at Catalog prices or lower and accept payment of Catalog price if there is a discrepancy.
- Negotiate freight terms for S2P System purchases.
- Agree that all Catalog content and the format in which Catalog content is presented will be of a mutually acceptable nature.
- Agree to develop and maintain a delivery performance standard of the Catalog and provide annual reports on such performance.
- Disclose to Purchaser all non-Purchaser revenue that is generated with the Catalog, including, but not limited to, advertising fees, search functionality prioritization fees, and rebates of any kind.
- Provide reports as required by Purchaser to update and maintain the Catalog in the S2P System. Such reports may include the following data: sales by item, price and quantity sold per good/service, percentage increase in sales, average lead time, percentage of on-time deliveries, and delivery errors.
- Support a manual process for change orders.
- Require all Purchaser users to utilize the S2P System for placing orders with Seller.
- Support delivery of payments to one site.

Purchaser reserves the right to remove Seller's Catalog from its S2P System and renegotiate discounts and/or fees at any time. Seller will provide its goods and services through its Catalog consistent with any discount schedule agreed to by Purchaser, with the understanding that Seller may lower its pricing (or increase a discount) at any time and without Purchaser approval. Special orders or bulk purchases may be quoted individually. Upon Purchaser's prior approval, new goods and services may be added to Seller's Catalog at any time.