

The following terms and conditions are a part of each purchase order submitted by Nordstrom, Inc. or one of its affiliates, and are binding upon Seller (defined as the entity identified as the seller in the corresponding purchase order). For merchandise shipped to Canada, the Purchaser is Nordstrom Canada Retail, Inc. or Nordstrom Canada Leasing, LP.

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 MERCHANDISE OR BY PAYMENT OF ANY INVOICE.

1. Acceptance of a purchase order, or shipment of merchandise or performance of work in connection therewith, constitutes Seller's agreement to: (a) the purchase order, (b) these terms and conditions, (c) all relevant materials, policies, guidelines, and instructions on NordstromSupplier.com (for merchandise shipped to the United States) and NordstromSupplierCanada.com (for merchandise shipped to Canada), (d) the Nordstrom Partner Code of Conduct available at nordstrom.com/browse/nordstrom-cares/strategy-governance-reporting/partnership-guidelines, and (e) if the merchandise is for the Nordstrom Product Group ("NPG"), the NPG Supplier Procedures Manual (collectively, the "Vendor Purchasing Guide").

The provisions of these terms and conditions or the applicable Vendor Purchasing Guide may be modified by Purchaser at any time. Such modifications will be posted on the 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. Purchaser may utilize purchase orders in writing, by facsimile or by electronic transmission, including the electronic data interchange system ("EDI") in accordance with published industry guidelines and the requirements of the applicable Vendor Purchasing Guide. Verbal orders are not valid unless subsequently confirmed with a written or electronic purchase order. Purchaser will not assume liability for any merchandise shipped to it or upon which work is 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 EDI systems and transmissions and shall maintain security procedures sufficient to ensure that EDI transactions are authorized and protected against improper access.

3. In the event Seller is unable to deliver any part or all of the merchandise, 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. Purchaser or Purchaser's agent may refuse delivery or return the merchandise F.C.A. Purchaser's dock 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 of less than or in excess of quantities ordered;
- C. Merchandise which is not according to sample or which is not specified in the purchase order;
- D. Merchandise which Purchaser has reason to believe is not as represented or as warranted, including as set forth in Section 9;
- E. Shipments which Purchaser has reason to believe 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, invoicing instructions, US or Canada customs requirements, and child or forced labor requirements;
- F. Merchandise which for any reason, except payment of applicable duties and tariffs, will not be cleared for entry, or has been detained, seized or excluded, by the applicable customs authority for any reason, including reasons related to child or forced labor; and
- G. Merchandise which has quality or safety defects and/or is recalled for any reason.

Any merchandise sent to Purchaser in excess of the quantities ordered will be subject to and governed by these terms and conditions. Purchaser will take commercially reasonable efforts to return the excess merchandise to Seller. If return of the excess merchandise is refused by Seller or the

merchandise is otherwise returned to Purchaser: (1) Purchaser will own such excess merchandise; (2) Purchaser will not owe any purchase price or other amounts for such excess merchandise; and (3) Purchaser may dispose of such excess merchandise in any manner in its sole discretion.

5. All merchandise furnished under any purchase order shall be subject to inspection and testing by representatives of Purchaser, its customers or agents, and may be rejected and returned to Seller at Seller's cost when found to be defective, or otherwise subject to return as set forth above, at any time prior to resale, or at any time after resale if Purchaser's customer is allowed a refund or credit. Seller shall keep documentation confirming that merchandise complies with all terms of this purchase order and shall provide such documentation to Purchaser at Purchaser's request. If a shipment, or any portion of a shipment, is determined by sampling procedures to include merchandise that is defective or otherwise subject to return as set forth above, 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 merchandise or shipment shall be subject to refund, repair by Purchaser or Seller, or replacement by Seller, at Seller's cost. Payments for merchandise prior to inspection shall not constitute acceptance and Purchaser reserves the right to hold for Seller or return to Seller, at Seller's expense, any rejected merchandise.

6. Seller warrants and certifies that the merchandise shipped under any purchase order is fit and safe for the use for which it was manufactured and that said merchandise or the resale thereof 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. Seller will take affirmative actions to proactively ensure that its supply chain is in compliance with all applicable laws and regulations and the provisions of the applicable Vendor Purchasing Guide.

7. Seller warrants and certifies 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, age, religion or sexual orientation or any other basis protected by law, (b) utilize, through its own operation or its supply chain, use in the operation of its business any involuntary labor of any kind including child labor, prison labor, state-sponsored forced labor, indentured or bonded labor, labor obtained through human trafficking, coercion or slavery, labor defined as forced labor under any United States law, or labor defined as forced by the ILO forced labor indicators and accompanying guidance, (c) fail to comply with the Fair Labor Standards Act (United States), if applicable, including posting in the workplace all required posters explaining workers' rights under applicable wage and hour laws; (d) fail to comply with any applicable wage and hour laws, including those related to minimum wage, overtime, legally mandated benefits, the accurate recording of hours worked, or the use of industrial homework, or (e) participate in any payment or authorization practices in violation of any applicable anti-corruption, anti-bribery or anti-money laundering laws or regulations, including but not limited to the Federal Foreign Corrupt Practices Act (United States) or the Foreign Public Officials Act (Canada).

8. Seller warrants and certifies that neither Seller nor any party working on Seller's behalf is a Sanctioned Person or engages in any dealings, directly or indirectly, with a Sanctioned Person or Sanctioned Territory in connection with this purchase order, and no Sanctioned Person has any interest of any nature whatsoever in Seller or any party working Seller's behalf. "Sanctioned Territory" means a country, territory, or a region within a specific country subject to comprehensive sanctions or other trade restrictions of the US government (e.g., the Crimea region, Cuba, Iran, North Korea, Russia and Syria as of March 2022, subject to change). "Sanctioned Person" means a person, entity or government (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) or who is 50% or more owned by such persons, and/or any similar list maintained pursuant to any statute, Executive Order or regulation by any relevant US federal agency such as the US Department of Homeland Security, the US Department of Commerce, or the US Department of State, and/or (ii) subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., the Countering America's Adversaries with Sanctions Act, 22 U.S.C. 9401 et seq., The Tariff Act of 1930, 19 U.S.C. § 1202 et seq., and any Executive Orders or regulations promulgated under any relevant laws.

9. Seller warrants and certifies that the merchandise shipped under any purchase order, including packaging and labeling:

- A. was produced and processed 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, trade sanctions, export, import/customs, and wage and hour (including minimum wage and overtime) laws and regulations;
- B. does not and will not, and will be produced 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 merchandise;

- C. is accurately labeled and clearly identifies the country of origin;
- D. is labeled in accordance with and complies in all respects with any and all applicable laws, regulations, orders and ordinances, including without limitation:
 - (i) For merchandise shipped to the United States: any applicable rules of the Federal Trade Commission, the Consumer Products Safety Commission and the Department of Health, Education and Welfare, including care labeling requirements, and the requirements of each of the following Acts to which it may be subject: The Federal Food, Drug and Cosmetic Act, the Wool Products Labeling Act of 1939, the Fair Packaging and Labeling Act, the Fur Products Labeling Act, the Textile Fiber Products Identification Act, the Federal Hazardous Substances Act and the Flammable Fabrics Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65).
 - (ii) For merchandise shipped to Canada: any applicable rules of the Competition Bureau, Health Canada and the Canadian Food Inspection Agency, including but not limited to care labeling requirements, and the requirements of each of the following Acts to which it may be subject: the Food and Drugs Act, the Consumer Packaging and Labelling Act, the Canada Consumer Product Safety Act, and the Safe Food for Canadians Act.
- E. is processed, packed and shipped in accordance with:
 - (i) all applicable supply-chain security requirements that the merchandise's 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.

As between Purchaser and Seller, Seller is solely responsible for ensuring merchandise is properly labeled as required by law. If Seller's merchandise requires a specific label or warning, Seller must deliver such merchandise to Purchaser with the necessary label or warning affixed to the product or consumer packaging. Purchaser is not responsible for labeling merchandise or displaying in-store signage on behalf of Seller. Purchaser may provide an option to display certain label or warning information in connection with the sale of Seller's product (such as displaying a Proposition 65 warning on Nordstrom.com), provided (a) Seller must provide Purchaser with the information requested and in the manner specified by Purchaser in the Vendor Purchasing Guide, (b) Seller acknowledges that Purchaser will only display such information or warnings in the way Purchaser is set up to display the information/warning (which may vary from the preferred method or language of Seller), and (c) Seller will not rely on Purchaser to satisfy Seller's compliance obligations, and nothing in the foregoing will be deemed to shift liability for compliance obligations from Seller to Purchaser. Seller acknowledges that merchandise delivered to Purchaser may be sold in California and may be subject to California's Proposition 65 requirements.

10. Seller hereby grants to Purchaser and its affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, and royalty-free right and license to publish, use, reproduce, distribute, transmit, display, modify, edit and create derivative works based on Seller's name, trademarks, trade names, brand names, trade dress, copyrights, and other proprietary rights (including all product images, product descriptions, and all other information, materials, and content) (collectively, "Supplier Content") in connection with marketing across any and all channels and forms of media. Except for the license granted herein, Seller reserves all right, title, and interest in and to the Supplier Content. Any goodwill accruing from Purchaser's use of Seller's trademarks will inure solely to the benefit of Seller. Seller represents and warrants that it has all rights necessary to grant the licenses in this Section.

11. 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, the provisions of any purchase order, or 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 Supplier Content infringes, misappropriates, or violates a third party's trademark, copyright, or other intellectual property rights, (c) any act or omission of Seller in the furnishing of goods or in the performance of work under any purchase order, including, but not limited to worker's compensation or worker wages, discrimination or other employee related matters, (d) the possession or use of Seller's merchandise by customers of Purchaser or others,

(e) the transportation or shipping of any merchandise covered under the purchase order authorized by or in Seller's control; and (f) any warranties related to, quality standards, manufacture of or defects in the products covered by the purchase order. For purposes of this provision, "Seller" shall be deemed to include Seller, its representatives, agents, Purchaser-authorized subcontractors, and employees. Seller shall 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 shall survive termination or cancellation of any purchase order. Seller agrees that Purchaser may, at any time, request and/or maintain records of Seller's compliance with the representations and warranties of Seller made in any purchase order or otherwise, including test results, and that Purchaser may at any time, upon notice to Seller, undertake inspection of Seller's facilities or request test results in order to determine such compliance. Seller agrees to maintain insurance in full force and effect and will furnish Purchaser with a certificate of insurance evidencing coverage for Commercial General Liability Insurance including Products Liability, with at least one-million dollars (\$1,000,000) combined single limit per occurrence. Seller will also provide Purchaser an Additional Insured (AI) endorsement naming Nordstrom, Inc., its subsidiaries and affiliates as additional insureds. Purchaser will accept a blanket AI endorsement to fulfill this requirement. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Seller and such coverage and limits shall not be deemed as a limitation on Seller's liability hereunder.

12. Confidential Information and Privacy:

- 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 that identifies or can be used to identify, contact or locate a natural person such as name, address, telephone number or email address.
- C. Confidential Information (other than Personal 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. 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 shall (i) only use Confidential Information as necessary to perform its obligations specified in these terms and conditions and to provide the merchandise to Purchaser or individuals as instructed by Purchaser (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 shall immediately notify Purchaser via email to privacy@nordstrom.com 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 shall 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 shall not contact individuals or suppliers of Purchaser regarding such breach without the prior written consent of Purchaser.
- F. Seller represents and warrants that its processing, storage, and transmission of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and these terms and conditions. Seller certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to Purchaser, and agrees that it will not: sell Personal Information; retain, disclose, or use Personal Information for any purpose other than to provide the merchandise to Purchaser or individuals as instructed by Purchaser; or retain or use Personal Information outside of this direct business relationship between Seller and

Purchaser. At Purchaser's request, Seller will delete from its records any Personal Information that was provided or collected by Nordstrom or on its behalf (unless Seller is permitted to retain it as necessary to comply with applicable law).

13. Seller represents and warrants that the prices and terms specified in any purchase order are no less favorable to the Purchaser than any prices or terms upon which Seller sells or offers to sell to others goods substantially of the same kind as ordered by Purchaser. If at any time goods substantially of the same kind as ordered by Purchaser are sold or offered for sale by Seller to a third party (or to Purchaser or any affiliate of Purchaser in connection with the same sales event for Purchaser) at lower prices or on terms more favorable than those stated in the purchase order, the prices and terms in the purchase order shall be automatically revised to equal the lowest prices and most favorable terms at which Seller shall have sold or shall have offered such goods and payment shall be made accordingly, or at the option of Purchaser, the merchandise may be returned to Seller, at Seller's cost, for a full refund of the purchase price. In the event Purchaser shall become entitled to such lower prices, Seller shall notify Purchaser of such lower prices, and if Purchaser shall have made payment at any price in excess thereof, Seller shall promptly refund the difference in price to the Purchaser. Seller agrees to meet any lower price offered by any competitor of Seller for goods substantially of the same kind as ordered by Purchaser or accept cancellation of the purchase order by Purchaser. Seller's price for shipment shall 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 shall have the right to conduct a post-payment review of all payments made to Seller for determining compliance with these terms and conditions. Non-compliance will result in a chargeback or expense offset fee in accordance with the applicable Vendor Purchasing Guide or to provide Purchaser with the more favorable pricing and/or terms.

14. Purchaser reserves the right to cancel all or any part of any purchase order which has not actually been shipped by Seller in the event Purchaser's business is interrupted because of strikes, labor disturbances, lockout, riot, hostilities, war, insurrection, civil disorders, national emergencies, embargoes, fire, flood, failure of communication or power supply, pandemic or other public health emergency, natural disasters, act of God, or the public enemy, 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. 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. Unless otherwise specified by Purchaser or required by law, payment terms shall be net forty-five (45) days. Payment terms will be calculated from the receipt of goods at destination (not at consolidator) or receipt of invoice, whichever is later. For purchase orders with "End of Month" payment terms, any shipments received after the 20th of the month will be considered next month's business. Payments will be issued in the currency listed on the purchase order on the next possible payment run following the due date after the shipment has been received and the invoice has been reconciled. If the currency listed on the purchase order is U.S. Dollars (USD) and the merchandise is destined for Canada, payments will be made electronically. Purchaser reserves the right to offset any amounts claimed by Purchaser against any amounts otherwise due Seller.

17. Purchaser shall have no liability whatsoever to Seller for any amount paid to any assignee, secured creditor, or other party claiming an interest in the Seller's accounts receivable or other right to payment from Purchaser (the "Interest Holder"), if Purchaser has made payment to the Interest Holder pursuant to a notice of assignment pursuant to UCC 9-406 or a notice to account debtor pursuant to UCC 9-607 ("Notice to Account Debtor"), regardless of whether such claimed interest or Notice to Account Debtor is later determined to be invalid. Seller further agrees to indemnify and hold harmless Purchaser for any payment made to any Interest Holder in reliance on a Notice to Account Debtor.

18. In addition to any other remedies available to Purchaser, failure to comply with these terms and conditions, the provisions of 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 shall be 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 shall survive termination or cancellation of any purchase order.

19. Seller acknowledges and agrees that all covenants, representations and warranties of Seller hereunder, and all express and implied warranties with respect to such merchandise, 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 shall be entitled to exercise any rights of the Purchaser and to make any claims and return any merchandise directly to Seller pursuant to the terms of any purchase order.

20. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, or in the event of the appointment with or without Seller's consent of a receiver or an assignee for the benefit of creditors, Purchaser may, at its option, cancel any purchase order as to any undelivered portion of the merchandise.

21. 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," except in connection with merchandise shipped to Purchaser in accordance with a valid purchase order. Seller agrees that all trademarks and trade names of Purchaser 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 such trademark or trade name. Seller agrees that merchandise rejected or returned for any reason pursuant to the terms of any purchase order, whether or not such rejection is disputed by Seller, including but not limited to merchandise rejected or returned due to shipment after the delivery date or cancel date specified in the purchase order, 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 trademark, service mark, trade dress or trade name owned or controlled by or licensed to Purchaser or 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, 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.

22. Seller agrees that all merchandise shipped under any purchase order may be advertised and sold by Purchaser (or any of Purchaser's affiliates) at any retail facilities of Purchaser (or any of Purchaser's affiliates), or by means of catalogs, the Internet, or any other electronic or other medium.

23. Except as applicable in Section 23(A) below, each purchase order and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Washington and shall not be subject to or governed by the U.N. Convention on Contracts for the International Sale of Goods. If litigation arises under any purchase order or these terms and conditions, or as a consequence of any transaction contemplated or resulting from this or either party's performance or breach thereof, jurisdiction and venue of such litigation shall 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 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.

A. For Sellers not located in the U.S., meaning Sellers whose address as provided in relevant purchase order is not located in the U.S., each purchase order and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Washington and shall not be subject to or governed by the U.N. Convention on Contracts for the International Sale of Goods. All disputes arising out of or in connection with the purchase order, and the rights and obligations of the parties, shall be finally settled by the American Arbitration Association under the International Arbitration Rules. The number of arbitrators shall be determined based on the amount in dispute. If the disputed amount is below \$250,000.00 USD, then one arbitrator shall be appointed by mutual agreement. If the disputed amount is greater than \$250,000.00 USD, then three arbitrators shall be appointed (each party shall nominate one arbitrator, and the two arbitrators nominated by the parties shall within 15 days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as President). The seat or legal place of the arbitration shall be Seattle, Washington, USA. The language of the arbitration shall be English.

24. 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.

25. Seller hereby assigns to Purchaser all assignable warranty rights with respect to the merchandise in each purchase order, including without limitation all rights of Seller under warranties of any manufacturer of any of the merchandise or any part or component thereof.

26. 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.

27. Invoicing Instructions:

- (a) All invoices must comply with the requirements of the applicable Vendor Purchasing Guide.
- (b) No payment will be made by Purchaser to Seller unless Seller has completed and returned all vendor setup forms required by Purchaser.

28. Transportation:

- (a) Seller shall ship all merchandise 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 merchandise has 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. Merchandise 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. Merchandise 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. At its sole discretion, Purchaser may sell any rejected or unclaimed merchandise to a salvage agent to recoup such costs or expenses.
- v. Merchandise must be packed, shipped and described on the bill of lading in accordance with applicable freight tariffs and without declared value except when otherwise instructed in the applicable Vendor Purchasing Guide.
- vi. For prepaid shipments, all shipments to Purchaser via air and surface must be sent "Collect," "Consignee Billing" or "Third-Party Billing" in accordance with the applicable Vendor Purchasing Guide. Purchaser will not reimburse Seller for prepaid shipments.
- vii. Any merchandise 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.:

- i. Authorized freight forwarder selection should be made according to the applicable Vendor Purchasing Guide.
- ii. Unless otherwise specified in the purchase order, all merchandise will be shipped to the U.S. 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 merchandise

via air, before shipment Seller shall reduce the original cost of the merchandise by the difference in price between ocean shipment and air shipment.

(f) For international shipments to Canada:

- i. Authorized carrier or freight forwarder selection should be made according to the applicable Vendor Purchasing Guide.
- ii. Unless otherwise specified in the purchase order, all merchandise will be shipped to 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 merchandise via air, before shipment Seller shall reduce the original cost of the merchandise by the difference in price between ocean shipment and air shipment.

29. If the merchandise is for the Nordstrom Restaurant Division, including its specialty coffee bars, the following terms and conditions apply:

(a) Notwithstanding Section 2, verbal orders made by Purchaser are valid.

(b) If any merchandise is recalled, Seller's obligations shall 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 merchandise picked up from or destroyed at each of Purchaser's locations; and
- ii. Replace any recalled merchandise with new merchandise 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.
- iv. Immediately provide all test results relating to recalled merchandise to Purchaser upon Purchaser's request.

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

(d) Seller represents and warrants that all merchandise 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 merchandise contains any of the identified chemicals, Seller represents and warrants such merchandise fully complies 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 preservatives which are not derived from a batch certified by Seller in accordance with applicable laws and regulations, including but not limited to the Federal Food, Drug and Cosmetic Act (United States) or the Food and Drugs Act (Canada); and
- v. Free from any hydrogenated or partially hydrogenated oils; and
- vi. If a fluid dairy product, the merchandise contains no Bovine Growth Hormone (BGH).

(e) An invoice must accompany each delivery of merchandise, whether delivered by Seller or by a third party on Seller's behalf.