

PURCHASE ORDER TERMS

By accepting these Purchase Order Terms ("Terms") you agree: (a) to be bound by all the terms and conditions of these Terms, including all terms and conditions incorporated by reference; and (b) that you have authority to bind you and the entity you represent ("Vendor") to these Terms.

1. Purchase Orders; Pricing and Taxes: These Terms govern BOP LLC's purchase of Products from Vendor. "Products" means all goods, including labeling and packaging, provided to BOP LLC. BOP LLC is not obligated to purchase Products, and Vendor is not obligated to sell Products, until Vendor accepts a purchase order ("PO"). Vendor will be deemed to have accepted these Terms upon the earlier of: (a) shipping of the Products to BOP LLC or (b) acknowledging the PO by other commercially reasonable means. BOP LLC is not subject to credit limits, and Vendor cannot hold POs based on whether BOP LLC meets or exceeds Vendor imposed credit requirements or limits. Vendor will not substitute Products or combine POs without BOP LLC's prior written consent. BOP LLC will communicate shortages or overages in Products to Vendor at the time of payment (or at such other time as BOP LLC may determine) and will not be obligated to pay for Products not received, or received but not ordered. BOP LLC's signature on any document acknowledging receipt of Products does not constitute acceptance of those Products. BOP LLC may modify or cancel POs without penalty before Vendor delivers Products to the carrier. The PO provides Product prices and payment terms, and may include discounts or rebates. Prices include any commissions and other charges, unless otherwise noted. Vendor may charge BOP LLC taxes that Vendor is legally obligated to charge purchasers of the Products, if the tax amounts are stated separately on Vendor's invoice for the Products; however, if BOP LLC provides Vendor with a resale certificate for the state in which BOP LLC is registered for sales and use taxes, then Vendor will not charge or collect from BOP LLC any taxes covered by such certificate. Vendor is responsible for other fees, taxes and duties, including any taxes Vendor may owe on payments Vendor receives under these Terms.

2. Product Images/Information: Vendor will make available to BOP LLC all textual materials and other metadata requested by BOP LLC or required by law to be disclosed in any sale or advertisement for each Product ("Product Information"), including, without limitation, product name, UPC, brand, list price, fabric content (if the product is a textile product), and country of origin. Vendor may choose to provide BOP LLC with logos, publicity images, and other content or materials ("Promotional Materials"). Vendor grants BOP LLC and its affiliates a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to: (a) use, copy and display the Product Information and Promotional Materials on or in connection with any website (or similar ecommerce channel, such as applications on mobile devices) owned or operated by BOP LLC or its affiliates; (b) convert to digital electronic form, excerpt, reformat, adapt or otherwise create derivative works of the Product Information and Promotional Materials; (c) use all trademarks or tradenames included in the Product Information and Promotional Materials; and (d) sublicense any of the foregoing rights to parties participating in BOP LLC's affiliate program(s) and other programs where the users are subject to similar restrictions.

3. Warranties: Vendor represents, warrants and covenants that: (a) the Products are genuine and free from defects; (b) all materials and other items incorporated into the Products are new (not refurbished or reconditioned), unless Vendor has received BOP LLC's prior written consent otherwise; (c) the Product Information and Promotional Materials are accurate and complete, and BOP LLC's exercise of its license rights in these Terms will not violate any third party's rights; (d) Vendor will comply with, and the Products, Product Information, Promotional Materials and import documentation (if applicable) comply with, all applicable laws and rules (including the Textile Fiber Products Identification Act, the Fur Products Labeling Act and the Wool Products Labeling Act); (e) the Products may be lawfully marketed, sold and distributed throughout the U.S. without restriction (e.g., no Products made from an endangered species); (f) no Products will be provided to BOP LLC that are subject to U.S. Department of Transportation regulations as hazardous materials without BOP LLC's prior written consent; (g) no Products were produced, manufactured, assembled, or packaged by forced, prison or child labor (defined as age 15 or the minimum working age within the applicable jurisdiction, whichever is older); and (h) Vendor possesses clean and clear title to, and has the unencumbered right to sell, each of the Products.

4. Product Returns; Effect of Remedies; Product Recalls: BOP LLC may return at Vendor's expense any Product that (a) is damaged or defective, (b) does not conform to agreed specifications or to samples, (c) is subject to recall, (d) was not ordered by BOP LLC, or (e) does not comply with these Terms. Title and risk of loss for all products returned under these Terms will pass to Vendor upon delivery by BOP LLC to the carrier. Payment of an invoice does not limit BOP LLC's remedies. Vendor will provide BOP LLC immediate written notice of any recall. Vendor is responsible for costs BOP LLC incurs in a recall.

5. Vendor Defense and Indemnification: Vendor will defend, indemnify, and hold harmless BOP LLC, its affiliated companies, and their respective officers, directors, employees, and agents (the "BOP LLC Parties") from and against any claim, loss, damage, cost, or expense that arises, directly or indirectly, from any: (a) death of or injury to any person, damage to any property or any other damage or loss due to any defect in or use of any Product; (b) Product recall; (c) infringement or misappropriation of any proprietary right by Products, Product Information, Promotional Materials, or other content Vendor provides to BOP LLC; (d) Vendor's negligence, strict liability or intentional misconduct; (e) Vendor's breach of these Terms; or (f) Vendor's failure to

state accurate Product descriptions, adequate warnings, or instructions (individually, a "Claim", and collectively, the "Claims"). Vendor will not consent to the entry of a judgment or settle without the BOP LLC Parties' prior written consent, which may not be unreasonably withheld. Vendor will use counsel reasonably satisfactory to the BOP LLC Parties, and the BOP LLC Parties will cooperate in the defense at Vendor's expense. If any BOP LLC Party reasonably determines that any Claim might have an adverse effect, that BOP LLC Party may take control of the defense at its expense (without limiting Vendor's indemnification obligations). Vendor's obligations under this Section 5 are independent of its other obligations under these Terms.

6. Limitation of Liability: BOP LLC IS NOT LIABLE TO VENDOR FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OPPORTUNITIES.

7. Shipping: The parties will agree which party is responsible for managing and paying for transportation of Products to BOP LLC. When BOP LLC pays for transportation, Vendor will deliver the Products to the BOP LLC-designated carrier and title and risk of damage or loss for the Products will pass to BOP LLC when Vendor delivers the Products to the carrier. When Vendor pays for transportation, title and risk of damage or loss for the Products will pass to BOP LLC when BOP LLC accepts the Products. If BOP LLC is the importer of any Products, Vendor will prepare and submit all documents required to enter those Products into the United States, and will pay any additional fees or charges due to insufficient documentation. Vendor will be the importer, at its expense, of any Products BOP LLC returns to Vendor to a location outside the United States.

8. Confidential Information: Vendor will (a) protect BOP LLC's information that is identified as confidential or that reasonably should be considered confidential; (b) use this information only to fulfill its obligations under these Terms; and (c) promptly return to BOP LLC or destroy this information when these Terms terminate. Section 8 covers all confidential information regardless of when Vendor receives it. Vendor will not, without BOP LLC's prior written consent, use any trademark, service mark, commercial symbol, or other BOP LLC proprietary right, issue press releases or other publicity relating to BOP LLC or these Terms, or refer to BOP LLC in promotional materials.

9. Miscellaneous: Either party may terminate these Terms with 60 days' prior written notice, subject to Vendor fulfilling all POs it accepts before the effective date of termination. Sections 1 through 6, 8 and 9 shall survive termination of these Terms. Vendor will not assign these Terms, or any obligation or right (including any right to payment) in these Terms, without BOP LLC's prior written consent. These Terms are governed by Washington state law, without reference to any applicable conflict of laws rules or the Convention on Contracts for the International Sale of Goods. Vendor irrevocably consents to exclusive jurisdiction of King County, Washington, courts for disputes arising out of these Terms. BOP LLC's estimates or forecasts are non-binding. BOP LLC may either withhold and setoff, or demand payment of, any sums Vendor owes to BOP LLC, including any taxes that BOP LLC is legally required to withhold from amounts BOP LLC pays to Vendor. BOP LLC may conduct a reasonable audit of Vendor's records related to this Agreement. If Vendor does not respond within a reasonable period after receiving an audit claim, BOP LLC will deduct the claim from Vendor's next remittance. The parties' rights and remedies under these Terms are cumulative. Either party's failure to enforce any provision will not be a waiver of the party's rights to subsequently enforce the provision. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions. These Terms incorporate, and Vendor will comply with, the Vendor Operations Manual, and any other terms, conditions, policies, guidelines, or rules that BOP LLC makes available to Vendor, including any updates to such Program Policies from time to time (collectively, "Program Policies"). To the extent there is a conflict between these Terms and the Program Policies, the terms of these Terms will control. Vendor may use standard business forms or other communications (such as invoices, confirmations or shipping documents), but use of these forms is for convenience only and will not alter or supersede the provisions of these Terms. BOP LLC WILL NOT BE BOUND BY, AND OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS PO (WHETHER IN ANY QUOTE, INVOICE, ACCEPTANCE, CONFIRMATION OR OTHERWISE), WITHOUT BOP LLC'S PRIOR WRITTEN CONSENT. These Terms are the entire agreement between BOP LLC and Vendor for the purchase and sale of Products, and supersedes all prior agreements and discussions.

10. Revisions; Continued Use: BOP LLC reserves the right to change these Terms, including any Program Policies incorporated herein, at any time and in its sole discretion. Any changes will be effective upon the earlier to occur of: (a) emailing the revised terms, conditions or Program Policies, or notice of such changes, to Vendor; or (b) posting of the revised terms, conditions or Program Policies online at <http://vendorservices.shopbop.com/> (the "Vendor Services URL"). To the extent these Terms conflict with any terms and conditions contained at the Vendor Services URL, the Vendor Services URL will control. VENDOR'S CONTINUED ACCEPTANCE OF ANY PO FOLLOWING BOP LLC'S E-MAILING OR POSTING OF ANY REVISED TERMS, CONDITIONS, OR PROGRAM POLICIES, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL CONSTITUTE VENDOR'S ACCEPTANCE OF THE REVISIONS. IF VENDOR DOES NOT AGREE TO ANY CHANGES TO THESE TERMS, VENDOR MUST STOP ACCEPTING POS AND GIVE BOP LLC NOTICE IN ACCORDANCE WITH SECTION 9 ABOVE.