

GENERAL TERMS AND CONDITIONS OF PURCHASE

The general terms and conditions (“Terms”) of this purchase order (“PO”) constitute an offer by Buyer to Vendor for the outright purchase of all goods, merchandise, materials, and works (collectively, “Goods”) and services (“Services”) listed on the PO, and all property rights therein including all right, title and interest in foreign and domestic industrial and other rights of any nature whatsoever, including personal rights and the right of Buyer and its successors and assigns, to protect the same by patent, trademark, copyright or otherwise. These Terms incorporate the applicable Buyer’s Logistics Guide (as hereinafter defined), the DSW Fur Policy, the Vendor Code of Conduct and any other policy that Buyer may furnish to Vendor, and shall govern all disclosures, discussions and dealings between Vendor and Buyer relating to and in advance of any prospective PO. For purposes of these Terms, “DBI” shall mean Designer Brands Inc.; “DBC” shall mean Designer Brands Canada Inc.; “DSW” shall mean DSW Shoe Warehouse, Inc.; and “Camuto” shall mean Camuto LLC, Vince Camuto LLC, VCJS LLC, or VCS Group LLC. As used herein, the terms “Buyer” and “Vendor” shall have the meanings ascribed to them in the PO. The parties agree to be bound as follows:

1. **Acceptance of Terms.** Vendor’s acceptance of this PO is expressly limited to and conditioned upon acceptance of the Terms, which Terms cannot be altered or amended without Buyer’s express written consent signed by an authorized agent of Buyer. Acceptance of this PO by Vendor may be made by written acknowledgment, confirmation, shipment of any part of the Goods ordered or performance of any part of the Services ordered. This PO constitutes the complete, exclusive and final agreement between Buyer and Vendor, and shall supersede all prior oral and written agreements and understandings (whether express or implied, including those implied by law, through usage of trade, course of performance or course of dealing). ACCEPTANCE OF THIS PO IS EXPRESSLY LIMITED TO THE TERMS HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE REJECTED WITHOUT FURTHER NOTIFICATION BY BUYER.

2. **Transfer of Interest, Rights, and Title to Buyer; Buyer’s Retained Rights.** Acceptance of Buyer’s payment constitutes Vendor’s transfer of all right, title and interest in Goods. If Vendor produces or creates any designs, drawings, patterns, molds, trademarks or brand names or other deliverable (“Deliverable”) for Buyer, at Buyer’s direction, request or with input from Buyer, then such Deliverable shall be and become the sole and exclusive property of Buyer. Vendor hereby assigns all its right, title and interest in and to such Deliverable to Buyer and its successors and assigns. Vendor agrees to promptly execute any documents reasonably requested by Buyer in connection with the registration of patents, copyrights, or any other statutory protection of the Deliverable. Vendor warrants to Buyer that Vendor has the full power to transfer to Buyer all such right, title and interest in the Goods. Such rights may only be limited or conditioned by these Terms. Where Goods are made bearing Buyer’s intellectual property, including but not limited to design, labels, trademarks, trade names, copyrights, trade dress or logos (“Buyer Trademarks”), all right, title, and interest in the Buyer Trademarks shall remain with Buyer at all times. Vendor agrees that all use, and any and all goodwill associated therewith, of the Buyer Trademarks will inure to the exclusive benefit of Buyer and that no goodwill or other interest in the Buyer Trademarks is conferred upon Vendor. Vendor is granted a limited, nonexclusive and nontransferable license and right to use Buyer Trademarks solely for purposes of fulfilling its obligations under this PO. Buyer Trademarks are the sole property of Buyer and nothing contained herein gives Vendor any right, title or interest in the Buyer Trademarks apart from the limited license granted hereunder. Vendor agrees that it will not use, reproduce, display, modify or alter in any way the Buyer Trademarks.

3. **Shipping of Goods.**

a. Vendor shall clearly indicate Vendor’s name, PO number, location name and number, department number and number of cartons, including style, style number, color, size and quantity of contents contained therein, on the outside of each carton and on each bill of lading or manifest tendered to the shipper. Unless otherwise stated in this PO, all Goods shall be packed for shipment and stored in full compliance with Buyer’s instructions and with the Logistics Guide included in the Additional Terms. FAILURE TO COMPLY WITH ANY REQUIREMENTS OF THIS PO OR THE ADDITIONAL TERMS MAY RESULT IN A CHARGEBACK OR CANCELLATION OF THIS PO. Vendor shall package Goods for shipment in a safe and secure manner, so the Goods do not incur or cause damage during transport or while being stored for future use or sale. To the extent the Terms conflict with the Additional Terms, the Terms of this PO shall control.

b. Unless otherwise stipulated or agreed by Buyer in writing, all Goods are to be shipped Free On Board (“FOB”) port of origin, FOB shippers distribution center, or Deliver Duty Paid (“DDP”) at U.S. Port of Entry (“POE”) - Incoterms 2020 (referred to herein as the “Ship To Destination”).

4. **Billing, Invoices, Price, and Payments.**

a. Vendor shall prepare a separate invoice for each department and each PO within a shipment. All invoices, bills of lading, packing slips, customs documents (i.e., origin declarations, footwear forms, etc.) and correspondence must be in English and show the: PO number, number of cartons, accurate quantity, shipment weight, shipper’s name, Vendor’s name, full name and address of the actual manufacturer of the Goods, routing information, date shipped, and accounts payable vendor number. Invoices must provide a complete description of the Goods by style, style number, color, size, and unit cost, and the technical and commercial description and composition of the Goods. Invoice line detail must be individually extended, and all line totals must be extended to total invoice amount stated in the currency specified in the PO. The invoice shall state the full FOB or DDP price per unit and in total, including all prepayments. No charges are allowed for any additional costs including boxing, crating, drayage, or storage unless specifically stated on the PO. If any quota charges, materials, components, packing, tools, dies, molds or similar items are supplied free of charge or at a reduced cost by Buyer or a third party and not reflected in the unit price, the invoice shall separately state these values and describe their nature. If this PO provides a single shipping date, Vendor shall pay all transportation, freight, and insurance charges on all additional shipments. If merchandise is sold on a DDP or Cost of Insurance and Freight (“CIF”) basis (as defined under Incoterms 2010), Vendor agrees to provide an invoice or similar document from the shipper evidencing all freight insurance costs. Failure to comply with the above billing terms may result in a delay in invoice processing and chargebacks to Vendor. If applicable, Vendor is required to provide complete shipping documents to Buyer’s designated freight forwarder.

b. All documents shall accurately reflect the actual quantities shipped. All quantities received are subject to verification by Buyer. Differences between the quantity invoiced and the quantity received will be charged back to Vendor. Each shipment shall be individually manifested. Invoices, packing lists and related documents must be mailed or electronically transmitted, as applicable, and must not be within the shipment. No invoices will be honored or accepted by Buyer if submitted later than thirty (30) days after receipt by Buyer of the Goods.

c. Where the Buyer specified in the PO is DBI, original invoices may be (i) mailed on the day of shipment to Designer Brands Inc., PO Box 13390, Columbus, Ohio 43213-0390, U.S.A. Attn: Vendor Finance; (ii) e-mailed on the day of shipment to vendorfinance@dswinc.com; or (iii) submitted on the day of shipment through the Tungsten EDI platform. FOB origin port vendors are to follow guidelines in the International Logistics guide on the vendor portal.

d. Where the Buyer specified in the PO is DBC, original invoices are to be emailed on the day of shipment to accountspayable@designerbrandscanada.com. FOB origin port vendors are to follow guidelines in the International Logistics Guide.

e. Where the Buyer specified in the PO is Camuto, original invoices are to be e-mailed on the day of shipment to imports@camutogroup.com.

f. All prices will be stated in the currency specified in the PO. All amounts due will be paid in such currency. If, prior to shipment of Goods, Vendor reduces its price for the same Goods sold to any other customer of Vendor, the price specified in the PO shall be reduced to match the lowest price for any customer of Vendor. No increase in the price of Goods shall be effective while there is an open PO unless approved in a writing signed by an authorized agent of Buyer. Vendor agrees that prices quoted and shown on the PO include all applicable federal, state and local taxes. No merchandise from Burma (Myanmar) will be accepted.

g. Buyer reserves the right to an anticipation discount for early payment of invoices at an annual rate of interest equal to the sum of four basis points plus the prime rate of interest as announced from time to time as its prime rate by: (i) where the Buyer specified in the PO is DBI or Camuto, Chase Bank, N.A., and (ii) where the Buyer specified in the PO is DBC, BMO Bank of Montreal.

h. Where the Buyer specified in the PO is DBI, the prices for the Goods shall be subject to an automatic 1% reduction for worn and damaged Goods, which Buyer will deduct from Vendor's invoice. Such reduction shall be in addition to any other rights and remedies Buyer may have under this PO.

i. Where the Buyer specified in the PO is DBI, DBC or Camuto and the terms are FOB or FCA, the prices for the Goods shall be subject to an automatic reduction for Sourcing, which Buyer will deduct from Vendor's invoice. Such reduction shall be in addition to any other rights and remedies Buyer may have under this PO and will be communicated to Vendor separately from Buyer's Sourcing Team.

5. **Risk of Loss.** For Goods purchased by DBI or DBC, if Vendor is using a carrier designated by Buyer, the risk of loss will pass from Vendor to Buyer when Vendor delivers Goods to such designated carrier. If Vendor does not use a carrier designated by Buyer, the risk of loss will remain with Vendor until Goods are delivered to the Ship To Destination set forth herein. For goods purchased by Camuto, and unless otherwise set forth in the PO, title to and risk of loss transfers to Buyer upon delivery of the Goods to the port of shipment from the original county of manufacture. Any of Buyer's equipment, materials or goods which are in the possession or control of Vendor shall be and remain the property of Buyer, and any loss or damage occurring to the same shall be the responsibility of Vendor.

6. **Modification or Cancellation of PO.** Buyer may cancel, revoke, amend, or modify any PO at any time. If Vendor ships Goods after the Goods have been canceled, Buyer reserves the right to return Goods to Vendor, at Vendor's expense. UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE TO VENDOR AS A RESULT OF ANY CANCELLATION PRIOR TO ACCEPTANCE OF THE GOODS FOR ANY AMOUNTS SET FORTH IN THIS PO OR OTHERWISE. BUYER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON THEORIES OF CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS PO.

7. **Force Majeure.** Neither party will be liable for failure to perform or delay in performance if such failure or delay is due to fire, storm, flood, war, pandemic, embargo, or any act of God or other cause or contingency beyond such party's reasonable or foreseeable control (not arising from its or its third parties' negligence). Buyer will have the right to terminate or toll the term of this PO, the Goods or the Services if it experiences a government-ordered closure of more than twenty-five percent (25%) of its operations. The party claiming the force majeure event will use its commercially reasonable efforts to mitigate the effects of such event and resume performance as soon as reasonably practical. Buyer may, without obligation or liability to Vendor, purchase Goods or Services from another Vendor until Vendor is able to resume performance of its obligations under this PO.

8. **Termination.** This PO may be cancelled without liability to Buyer and shall not constitute a waiver of Buyer's right to exercise any other rights and remedies available in the event of any of the following:

a. **Vendor's Insolvency.** If Vendor's financial condition is found to be or becomes unsatisfactory to Buyer, or if Vendor becomes insolvent or makes an assignment for the benefit of creditors, a bankruptcy, reorganization, or like proceeding is instituted by or against Vendor in any jurisdiction, or a receiver or trustee is appointed with respect to Vendor's property.

b. **Performance Assurance.** If Vendor's ability to perform becomes doubtful, Buyer may demand adequate assurance of performance. Vendor must provide evidence of performance to Buyer's satisfaction within five (5) days after demand.

c. **Breach.** If Vendor breaches any of these Terms and fails to cure the breach within five (5) days after notice from Buyer, provided that if the breach relates to a failure to comply with applicable law, rule or regulation Buyer may terminate a PO immediately.

d. **Compliance with Laws.** If Buyer is required by applicable law, rule, or regulation or to protect its legal or financial rights or reputation.

e. **Import Eligibility.** If, based on credible information, Buyer reasonably determines that the Goods may be legally ineligible for importation into the relevant destination market or may be prohibited, detained, excluded, or seized by the customs, border, or other import authority having jurisdiction over the relevant destination market, Buyer may immediately suspend the affected PO or shipment pending further review. Buyer may cancel the affected PO without liability and exercise any other rights and remedies available under these Terms if: (i) the relevant authority takes, or notifies Buyer of its intention to take, any such action with respect to the Goods; (ii) Vendor fails to provide, within the time reasonably specified by Buyer, information and documentation reasonably requested to establish the Goods' eligibility for importation; or (iii) following review of the available information and documentation, Buyer reasonably determines that the Goods' eligibility for importation cannot be established.

9. **Buyer's Rights and Remedies.**

a. **Vendor's Failure to Comply with Terms.** Buyer has the right to impose chargebacks on Vendor or recover or set-off damages caused to Buyer, both as against this PO and any other PO, including, but not limited to, in the event of (i) any variation from the Terms of this PO, (ii) shipment of defective Goods or breach of any warranties hereunder, (iii) any failure by Vendor to comply with the Additional Terms, including the applicable Buyer's Footwear & Accessories Logistics Guide (as amended from time to time, the "Logistics Guide," a copy of which may be obtained: (x) where the Buyer specified in the PO is DBI, by accessing the website located at <https://designerbrands.com/vendors/compliance/>; (y) where the Buyer specified in the PO is DBC, by accessing DBC's website at <https://www.shoewarehouse.ca/en/ca/vendor/compliance>; and (z) where the Buyer specified in the PO is Camuto, by requesting a copy from Camuto), the terms of which are incorporated herein, or (iv) any other policies communicated to Vendor by Buyer from time to time. The applicable Buyer may communicate policies or procedures, or publish the Logistics Guide, on a website maintained by the applicable Buyer and upon publication on such website, Vendor will be deemed to have notice of any additions, deletions or modifications thereto. Vendor shall be solely responsible for monitoring any such changes and ensuring Vendor's compliance therewith. Such changes will be effective and binding upon parties (including Buyer, Vendor, and any affected third parties) upon the date that is thirty (30) days from the date of its publication; provided, however, that modifications that impose additional material obligations on Vendor, excepting those imposed under this paragraph that permit Buyer to recover or set-off damages, will not apply to any POs pending and outstanding as of the effective date of such modification.

b. **Late Delivery.** The "Cancel If Not Shipped Date" on the front hereof shall be determined by the date of receipt set forth on the applicable forwarder's cargo receipt, ocean, truck, or domestic bill of lading or airway bill. Vendor shall immediately advise Buyer, identifying the PO number and department number, if any part of this PO cannot be shipped in time to be received by the date specified in this PO. This PO is deemed cancelled if shipment is not made before the Cancel If Not Shipped Date. Vendor shall not ship without the written consent of Buyer on or after the Cancel If Not Shipped Date, nor shall Vendor ship before the "Start Ship Date" on the front hereof without Buyer's written consent. Time is of the essence under this PO, and Vendor's failure to ship Goods within the shipping window or meet a delivery date shall constitute a material breach. At Buyer's option, Buyer may accept a late shipment and pay for Goods received which are in conformance with the PO, reject all or part of the shipment, or cancel all or part of this PO. Partial acceptance shall in no way bind Buyer to accept further deliveries on any other part of this PO, nor shall acceptance be construed as waiver of any of Buyer's rights to recover damages for late or partial delivery. Each PO issued by Buyer to Vendor will be a separate contract and multiple POs are not intended to be parts of an installment contract.

c. **Excess Goods.** No Goods in excess of quantities ordered shall be shipped by Vendor to Buyer. In the event that excess quantities are shipped, Buyer, in its sole discretion, may accept such additional quantities at a discounted price in an amount determined by Buyer or return the excess Goods to Vendor at Vendor's cost.

d. Expenses; Vendor's Resale of Goods. All rejected, cancelled, or returned Goods shall be returned at Vendor's expense. In recognition of the additional expense incurred by Buyer on returns (i.e., labor, time, packaging, shipping etc.) it is within Buyer's right to charge Vendor an additional handling fee on all Goods returned to Vendor. Handling fees are set forth in the Logistics Guide and are subject to change at any time without notice to Vendor. If Vendor rejects the return, Buyer shall have the right to dispose of the Goods in any commercially reasonable manner and obtain damages from Vendor. Vendor may not resell any Goods, including cancelled product, overstocks, overruns, defectives, and irregulars, which incorporate Buyer's intellectual property, labels, or marks without (i) prior written approval of Buyer and (ii) removal of all such intellectual property, marks and labels.

10. **Vendor's Representations and Warranties.** The warranties stated in this PO are in addition to all warranties implied by law and survive termination or cancellation of this PO. By accepting this PO, Vendor represents and warrants to Buyer that:

- a. Vendor has full right and title to the Goods;
- b. The Goods are (i) free from defects in materials, workmanship, and fabrication, (ii) of the quality, quantity, size, description, color and dimensions specified by Buyer, (iii) affixed with all required tags, labels and other printed materials, which are true and correct in all respects, (iv) contained in packaging with tags, labels and other printed materials, which are true and correct in all respects, (v) capable of being resold without restriction in the U.S. and Canada and no labels attached thereto need to be removed prior to any such resale, (vi) tested and certified as to containing the ingredients or materials indicated on the label according to accredited testing and certification bodies approved by Buyer and may be handled, worn and/or used without causing harm to any person or damage to property, (vii) fit for such particular purpose and uses, if any, specified by Buyer or otherwise known to Vendor, and (viii) in strict accordance with Buyer's specifications, designs, descriptions and approved samples or prototypes;
- c. The Goods are in compliance with normal retailing standards with respect to colorfastness, wash fastness and light fastness;
- d. The Goods will pass without objection in the trade, are of first quality and conform to the promises or affirmations of fact made by Vendor or its agents;
- e. The Goods will be delivered to Buyer free from any security interest or other lien or encumbrance of any person and Buyer shall have good title thereto;
- f. The Goods are authentic (not counterfeit), are authorized for sale in the United States and Canada, and do not and will not infringe on or violate any foreign or domestic patent, trademark, trade name, trade secret, copyright or other similar intellectual property interest of any person, arising out of or relating to the sale or use of such Goods;
- g. The Goods are new and unused;
- h. The Goods comply with all applicable foreign, and U.S. and/or Canadian federal, state and/or provincial and local laws, ordinances, orders, standards, rules, regulations, including all country of origin requirements established by (i) where the Buyer specified in the PO is DBI or Camuto, the U.S. Customs Service, and (ii) where the Buyer specified in the PO is DBC, the Canadian Border Services Agency;
- i. Vendor accurately states the country of origin on all Goods, that it does not and will not transship, and it will act to stop or prevent illegal transshipment activity;
- j. Vendor will comply with the Vendor Code of Conduct and all applicable laws, rules or regulations related to the manufacture, shipment, and sale of the Goods;
- k. Where applicable, Vendor and/or the Goods will comply with all relevant and voluntary safety standards, including, but not limited to, ASTM standards, American National Standards Institute standards, and the standards of Underwriters Laboratories, Inc. ("ULI") and bear the ULI stamp of approval; The Goods were manufactured in accordance with the labor laws applicable in the place of manufacture and the import requirements applicable in the relevant destination market and Vendor will not source materials produced using or otherwise produce goods that are not in accordance with the labor laws applicable in the place of manufacture and the import requirements applicable in the relevant destination market.
- l. Vendor will not engage in corrupt business practices;
- m. Vendor shall not manufacture, import or supply to Buyer any Goods (including, but not limited to, handbags and footwear) that exceed the following lead limits: (i) paint or other surface coating: 90 parts per million ("ppm"); (ii) leather (including composited leather): 300 ppm; (iii) Polyvinyl chloride ("PVC"): 200 ppm; and (iv) other accessible components including metal, glass or rhinestones: 300 ppm;
- n. In addition to the limits identified in section (n) of these Terms, Vendor represents and warrants that the Goods provided to Buyer do not require a warning for any chemical regulated by California Health & Safety Code §§ 25249.5 et seq. and 27 California Code of Regulations §§ 25102 et seq. (California Proposition 65). Vendor understands and acknowledges that Buyer shall not be responsible or liable for failure to provide a warning under California Proposition 65 on either the Goods or Buyer's e-commerce website that sells the Goods—regardless of whether Vendor informs Buyer that a warning is required—so the Goods must be formulated or reformulated such that a California Proposition 65 warning is not required. Vendor shall bear full legal responsibility for any alleged violation of Proposition 65—regardless of whether Vendor informs Buyer that a warning is required—and Vendor shall be required to indemnify and defend Buyer in accordance with these Terms. Vendor agrees to execute and furnish to Vendor upon request, for each product, all certifications, guarantees and other documents regarding and verifying compliance with California Proposition 65.
- o. Vendor will comply, at its own expense, with Buyer's testing requirements as set forth in the applicable Logistics Guide, as described above, which may be revised by Buyer from time to time, and to comply with Buyer's Fur Policy, and Vendor shall not provide to Buyer any Goods containing animal fur (excluding wool, shearling and skin (e.g., leather, calf-hair leather, lamb hair, sheepskin, and lambskin), and faux fur).
- p. The Goods are not manufactured, in whole or in part, in Burma (Myanmar);
- q. Vendor has and will have throughout the Term of this PO the full power, authority and legal right to execute and deliver, and to perform fully and in accordance with all of the Terms of this PO;
- r. Entering into this PO by Vendor does not violate any agreements, rights or obligations existing between Vendor and any other person, entity or corporation;
- s. As applicable, Vendor shall furnish Buyer with Material Safety Data Sheets for hazardous materials;
- t. Vendor has the necessary skill and expertise to perform the Services, (ii) the Services will be performed by qualified personnel in a timely, safe, workmanlike and professional manner, (iii) the Services and the Deliverables will not infringe or violate any copyright, trade secret, patent, invention or other proprietary right of any third party, (iv) the Services and the Deliverables will be fit for the particular purpose, design and use intended, (g) Vendor and each of its employees and subcontractors will at all times comply with all applicable security regulations in effect from time to time at Buyer's premises; and
- u. Where the Buyer specified in the PO is DBI or Camuto, Vendor shall be considered the manufacturer of all Goods furnished hereunder and, as such, is required to comply with all legal and disclosure obligations which may be required by the SEC pursuant to the Conflict Minerals Rule, Section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act, if any.

Vendor will indemnify and defend Buyer and Buyer's subsidiaries, affiliates, parents, officers, employees and agents against all damages, demands, claims, and costs (including reasonable attorney's fees) that arise as a result of Vendor's non-compliance with the foregoing representations and warranties. Vendor agrees to pay all costs associated with any testing that may be required or requested by Buyer or any government agency (whether foreign or domestic) to certify or confirm Vendor's compliance with the obligations contained herein. The representations and warranties set forth in this Section shall survive shipment, inspection, testing, acceptance and payment for or use of the Goods delivered hereunder or termination of this PO.

Statements of Vendor made by its sales agents or in its advertising or promotional materials as to the quality, grade, performance and use of the Goods shall be express warranties of Vendor made to Buyer in connection with this PO.

11. **Buyer's Acceptance of Goods and Services.** Goods are subject to Buyer's inspection and acceptance after it has been received by Buyer in the United States or Canada in one of its stores, distribution centers or other designated points of delivery. Notwithstanding the foregoing, Buyer is not under any duty to inspect Goods before resale and all warranties shall survive inspection, acceptance and payment by Buyer. If any Goods are found at any time to be (i) damaged or defective, (ii) short or in excess of the quantities ordered, or (iii) late or otherwise not in conformance with the

Agreement, a PO, these Terms, or any applicable laws or regulations, Buyer, in addition to any other rights and remedies which it may have under warranties, applicable law or otherwise, shall have the right to, in its discretion and at Vendor's expense, including reimbursement of Buyer's handling fees and other damages: (a) revoke or reject acceptance of all or any portion of the Goods or Services, (b) return all or any portion of the Goods at Vendor's risk of loss, (c) discard the Goods, and (d) repair, repackage or alter the Goods for resale, (e) reduce or offset the invoice amount to account for shortages and the cost of remedying non-compliance issues. For the avoidance of doubt, resale, repackaging, repacking, dividing for the purpose of resale or otherwise disposing of the Goods by Buyer shall not be considered an acceptance of the Goods so as to bar Buyer's right to reject the Goods and/or recover damages from Vendor. Rejected Goods shall not be repaired or replaced, and Vendor will not attempt to reperform Services, without Buyer's prior written consent.

12. **Buyer's Inspection Rights.** Buyer shall have the right to inspect Vendor's, and Vendor's suppliers', facilities, warehouses and manufacturing plants. Vendor shall provide Buyer all information relating to the origin and location of manufacture of Goods, including compliance with all workplace laws. Vendor further agrees to: (i) keep books and records (including without limitation all original documents) regarding the site of manufacture, raw material purchases and transportation thereof, inspection reports, fabric content and any agency relationships with respect to such Goods; (ii) maintain such books and records for a minimum of six (6) years after the sale of such Goods to Buyer; and (iii) make such books and records available to Buyer for inspection immediately upon Buyer's request.

13. **Confidential Information.**

- a. "Confidential Information" will mean any non-public or trade secret information of Buyer, including, but not limited to, all specifications, descriptions, testing and certification results, drawings, blueprints, nomenclature, samples, models, designs, patterns, economic and business information, customer data, employee data, know-how, intellectual property, marketing studies and plans, analyses, reports, client lists, financial data or other business records and other information furnished to Vendor by Buyer pursuant to this PO.
- b. **Non-Disclosure of Confidential Information.** Vendor agrees that it will not use, copy, reproduce or disclose to any person any such Confidential Information except upon the express written consent of Buyer, which may be withheld for any reason. Vendor will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Buyer's Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information. Vendor also acknowledges and agrees that, in the event of a breach of this Section, monetary damages may not be an adequate remedy and that Buyer shall be entitled to such other remedies as may be available in law or equity. Vendor acknowledges that the confidential information or trade secrets disclosed by Buyer represent its valuable property, which is intended to be maintained in perpetuity as trade secret property. Accordingly, the confidentiality and non-use obligations hereunder shall be continuing in nature and shall survive termination of this PO.

14. **Insurance.** At Vendor's expense, Vendor shall obtain and maintain commercial general liability insurance including coverage for products liability/completed operations, with an insurance company satisfactory to Buyer. Such insurance shall have a broad form Vendor's endorsement naming Buyer and its subsidiaries and affiliates and its officers, directors, employees and agents as additional insureds in the minimum combined single limit of (i) where the Buyer specified in the PO is DBI or DBC, \$1,000,000 or (ii) where the Buyer specified in the PO is Camuto, US\$10,000,000, for bodily injury and property damage. Coverage shall not be terminated or changed without at least thirty (30) days prior written notice to Buyer. Vendor shall furnish Buyer with certificates of insurance at the time of the first purchase by Buyer and evidence of all renewals, listing the coverages and amounts therein. The purchase of such insurance and furnishing of such certificates shall not satisfy any of Vendor's obligations hereunder or in any way modify Vendor's agreement to indemnify Buyer as provided herein.

15. **Indemnification.** Vendor agrees to defend, protect and save harmless, Buyer, its subsidiaries, successors, assigns, customers and users of its Goods against any suit, damage, claim, demand, or expense (including reasonable attorneys' fees): (a) from actual or alleged infringements of any foreign or domestic patent, trademark, trade name, copyright or other industrial, personal and intellectual property rights of any nature whatsoever; (b) arising out of any claim related to the Goods; (c) arising out of Vendor's negligence, reckless or intentional misconduct or breach of law; (d) arising out of any claim by a consumer of Vendor's products that such product is adulterated or misbranded (as such terms are defined by 21 USC 361 et seq.) or is otherwise alleged to be the source of harm to a person; or (e) upon any other breach by Vendor of any representation or warranty made herein. Buyer shall have the right to appoint counsel for and defend itself against civil, administrative or criminal actions, suits, or proceedings arising out of the foregoing even if any of the allegations thereof are groundless, false or fraudulent. Amounts owing to Buyer by Vendor as a result of this Section shall be paid to Buyer by Vendor immediately following written notice by Buyer, and Buyer may offset against any amounts owed to Vendor. Buyer shall have the absolute right to control the conduct of any threatened litigation or litigation instituted against it and to settle and compromise any claims made against it without notice or approval of Vendor, without affecting or reducing Buyer's right to be indemnified by Vendor hereunder.

16. **Anti-Corruption/Anti-Bribery.** No director, officer, agent, representative, affiliate, or employee of Vendor, or any other person or entity associated with or acting for or on behalf of Vendor, has directly or indirectly made or received, and no such person will directly or indirectly make or receive, any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any person or entity, private or public, regardless of form, whether in money, property, or products (a) to obtain favorable treatment in securing business, (b) to pay for favorable treatment for business secured, (c) to obtain special concessions or for special concessions already obtained, for or in respect of Vendor or any affiliate of Vendor, or (d) in violation of any legal requirement. In the event of any violation of this provision by Vendor or any violation by any director, officer, agent, representative, affiliate or employee of Vendor, Vendor will immediately notify Buyer of such violation.

17. **Production Facilities.** Vendor will provide Buyer with complete and accurate names and locations of Vendor's and all subcontractors' production facilities where Goods are to be produced ("Production Facilities"). All Production Facilities are subject to Buyer's prior approval and must acknowledge and agree to comply with these Terms. Vendor shall be liable for any breach by all third parties with which it contracts for the manufacture, sale, and shipment of the Goods, which shall also be deemed a breach by Vendor. Buyer shall have the right to revoke any such approval at any time in its sole discretion, and upon Vendor's receipt of a notice of revocation from Buyer, Vendor shall cease use of the applicable Production Facility as soon as practicable, but in any event within thirty (30) days of receipt of such notice. Vendor shall not change an approved Production Facility without Buyer's written approval. If a U.S. Customs and Border Protection ("CBP") Textile Production Verification Team, CTPAT related bodies, or any other governing jurisdiction or agency, visits Production Facilities, Vendor must notify Buyer immediately.

18. **Survival: Third-Party Beneficiaries.** All indemnities, warranties, guarantees and representations shall survive shipment of Goods or termination of this PO, are for the benefit of and shall be enforceable by Buyer, any party to whom Buyer resells the Goods, and the officers, directors, employees, Affiliates, subsidiaries, heirs, successors and assigns of each of them and shall not be exclusive of any other representations and warranties made by

Vendor, whether express or implied. For the avoidance of doubt, the Goods and Services may be provided to Affiliates of Buyer, and such Affiliates will have the right to enforce these Terms as if signatories to the PO. "Affiliates" are entities that directly or indirectly control or are controlled by, or are under common control with, Buyer.

19. **Miscellaneous.**

- a. **Governing Law.** The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this PO, or any actions hereunder or contemplated hereby.
 - i. **Where the Buyer specified in the PO is either DBI or Camuto,** this PO, and the rights and obligations of the parties hereto, shall be governed, construed and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws. The parties agree that any litigation relating directly or indirectly to this PO shall be brought before and determined by a court of competent jurisdiction in Franklin County, Ohio. All proceedings will be conducted in English, and the English version of all documents, including filings and agreements shall govern.
 - ii. **Where the Buyer specified in the PO is DBC,** this PO, and the rights and obligations of the parties hereto, shall be governed, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties agree that any litigation relating directly or indirectly to this PO shall be brought before and determined by a court of competent jurisdiction in Ontario, Canada. All proceedings will be conducted in English, and the English version of all documents, including filings and agreements shall govern.
- b. **Assignment.** These Terms may not be assigned or transferred in any manner by Vendor without the prior written consent of Buyer in its sole discretion. Any approved assignment or transfer requires that the assignee or transferee agree in writing to be bound by the terms of these Terms but does not relieve Vendor of its obligations under the same, unless otherwise agreed in writing. These Terms will be binding upon and ensure the benefit of the Parties and their permitted successors and assigns.
- c. **Waiver.** The failure of Buyer to exercise or enforce any of the terms and conditions of this PO will not constitute or be deemed a waiver of Buyer's rights hereunder to enforce each and every term of this PO.
- d. **Publicity.** Vendor may not use Buyer's or its affiliates' name, trademarks, trade names or logos for any reason, including in any client list, press release, brochure, advertisement, or the like.
- e. **Severability.** If any portion of these Terms is held invalid or unenforceable by a court of competent jurisdiction, such portion will be severed from the remaining parts of these Terms, and such holding will not affect the validity and enforceability of any other provision of these Terms.

The following Terms shall apply only where the Buyer specified in the PO is Camuto:

20. **Goods and Services.** Vendor agrees to sell the Goods based on POs issued by Buyer from time to time. Buyer and Vendor will cooperate to establish and maintain production levels at mutually acceptable quantities per order. Vendor agrees that Buyer is not obligated to purchase a minimum quantity of the Goods. Vendor will not make any substitutions of Goods or use of subcontractors without Buyer's prior written consent in its sole discretion.

21. **Invoices; Payment Terms.**

- a. **Payment Terms.** Payment terms for the Goods and Services are set forth on the face of the PO. Buyer's obligation to pay Vendor directly or through Buyer's agent for Goods or Services is contingent upon Vendor's delivery of conforming Goods and satisfactory performance of Services. In no event will Buyer be obligated to pay interest or penalties on any amount due.
- b. **Commercial Documentation.** Vendor will provide the genuine and true Country of Origin ("COO") of the Goods and accompanying documentation will comply with COO marking requirements of the U.S. Tariff Act of 1930 ("Tariff Act"), as amended, U.S. Customs and Border Protection and any other legal requirements. Vendor will secure all documentation necessary to comply with applicable laws including, but not limited to, export/import licenses, certificates of origin, production verification documentation, first sale documentation (where applicable). Vendor will submit copies of all documentation with each invoice.

22. **Compliance Management.**

- a. **Notice of Compliance Failures.** Vendor must notify Buyer immediately if Vendor becomes aware that Goods (i) fail to meet a consumer safety standard or regulation, including but not limited to, Consumer Product Safety Act (CPSA), 15 U.S.C Sections 2051-2089; (ii) contain a defect which could create a hazard to consumers; (iii) create a risk of injury or death; (iv) violate or are alleged to violate a third party's intellectual property rights; or (v) violate any other applicable law, rule or regulation. Vendor must communicate accurate and understandable information to the public in a timely manner about the Goods' defect, the hazard, and the risk of failure to comply with Vendor's corrective action. The Vendor will be responsible for all costs and fees associated with the return and disposition of Buyer's Goods.
- b. **VENDOR'S USE OF PRODUCTION FACILITIES NOT APPROVED BY BUYER IS GROUNDS FOR BUYER'S IMMEDIATE TERMINATION OF ALL OUTSTANDING POs, WITHOUT LIABILITY TO BUYER.**