

NORDSTROMRACK.COM | HAUTELOOK | PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions are a part of each purchase order submitted by HauteLook or NordstromRack.com (as part of Nordstrom, Inc.) and are binding upon Seller, and can be modified by Purchaser at any time. 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 HauteLook purchase order, or shipment of merchandise or performance of work in connection therewith, constitutes Seller's agreement to all of the terms and conditions set forth herein.
2. Purchaser may utilize purchase orders in writing, by facsimile or by electronic transmission. Verbal orders will not be valid unless confirmed with a written or electronic purchase order. Purchaser will not assume liability for any merchandise shipped to it by Seller prior to receipt by Seller of a duly authorized purchase order.
3. In the event Seller is unable to deliver any part or all of the merchandise called for by any purchase order, 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 may refuse or return the merchandise for: a) Merchandise which is not as represented or as warranted, b) Merchandise which is recalled for any reason.
5. If a shipment, or any portion of a shipment, is determined 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 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 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 laws, regulations, orders or ordinances of the country of origin or of the United States or any state or any agency or political subdivision thereof.
7. Seller warrants that it does not and will not in violation of applicable law, custom or practice discriminate in hiring on the basis of race, color, national origin, gender, religion or sexual orientation, or utilize child labor, prison labor, indentured or bonded labor, or labor obtained through human trafficking or slavery in the operation of its business, or participate in any payment or authorization practices in violation of the Federal Foreign Corrupt Practices Act.
8. Seller warrants that the merchandise shipped under any purchase order, including packaging and labeling: was labeled, produced and processed in accordance and in strict compliance with any and all applicable laws, regulations, orders and ordinances of the country of origin and of the United States and any state, or any agency, including without limitation any applicable rules of the Federal Trade Commission, or political subdivision thereof, including without limitation any applicable environmental or hazardous substance laws and regulations; 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, 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; and is accurately labeled and clearly identifies the country of origin.
9. Seller agrees to defend (with counsel acceptable to Purchaser), indemnify and save harmless the Purchaser from any and all claims, suits, fines, 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 any breach or alleged breach of any of these terms and conditions, or any representations or warranties of Seller made herein or in any purchase order or otherwise, the possession or use of Seller's merchandise by customers of Purchaser or others, the transportation or shipping of any merchandise covered under this Purchase Order authorized by or in Seller's control; any warranties related to, quality standards, manufacture of or defects in the products covered by this Purchase Order. For purposes of this provision, "Seller" shall be deemed to include Seller, its representatives, servants, agents, 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 maintain records of Seller's compliance with the representations and warranties of Seller made in any purchase order or otherwise. Seller agrees to maintain insurance in full force and effect to fulfill Seller's indemnification obligations hereunder, and upon request, furnish Purchaser with certificates of insurance evidencing coverage for Commercial General Liability Insurance including Contractual and Products Liability, on an occurrence basis, with at least \$2,000,000 combined single limit per occurrence, and in the aggregate. 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.

10. Seller may have access to certain commercially valuable or otherwise proprietary or confidential information relating to the operations, products, sales and business of Purchaser and its affiliated and related companies or third parties. Unless excluded in writing by Purchase, Seller shall assume that any and all information disclosed, that is of a nature that a reasonable person would understand is confidential, is Confidential Information, whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential or unmarked. Confidential Information shall exclude any information that: is or becomes part of the public domain through no wrongful act or failure to act on the part of Seller; that is rightfully received by Seller from a third party in possession of it who was not subject to any restrictions on the disclosure of such information; is approved in writing for release by Purchaser, or, which has been independently developed by Seller (as evidenced by its written records) without violation of this Agreement or any rights of Purchaser hereto. Seller agrees that, except as directed by Purchaser, Seller will not at any time, use for Seller's benefit or disclose to any person for any purpose any Confidential Information, or permit any person to use, examine and /or make copies of any Confidential Information, whether prepared by Seller or otherwise coming into the Seller's possession or control, without the prior written permission of Purchaser.
11. 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.
12. All merchandise for which HauteLook is the Purchaser may be resold to Nordstrom, Inc. 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 also for the benefit of and extend to Nordstrom, Inc. and 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.
13. Seller agrees that all merchandise shipped under any purchase order may be advertised and sold by Purchaser (or any of Purchaser's affiliates or parent company) at any retail facilities of Purchaser (or any of Purchaser's affiliates or parent company), or by means of catalogs, the Internet, or any other electronic or other medium.
14. 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. The parties agree that this Agreement was negotiated in the State of Washington and each agrees and consents that any claims or controversies arising out of or relating to this Agreement shall be submitted to 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.
15. No claim, action or demand arising out of the transactions under any purchase order may be brought by Seller more than one year after the cause of action has accrued.
16. 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.