

Dick's Sporting Goods, Inc.  
Merchandise Purchase Order Terms and Conditions

"Dick's" shall mean Dick's Sporting Goods, Inc., on behalf of itself and any affiliate of Dick's Sporting Goods Inc., including without limitation Dick's Merchandising & Supply Chain, Inc., as named on the sales order, purchase order or similar ordering document which incorporates these Terms and Conditions (each an "Order" and together with these Terms and Conditions, a "PO"). "Vendor" shall mean the person, firm or entity named on the Order who is providing products manufactured, sold and/or distributed by Vendor ("Deliverables") under this PO. In the event of conflict between the Order and these Terms and Conditions, these Terms and Conditions shall govern and control even if the Order indicates otherwise and notwithstanding any language in the Order purporting to supersede these Terms and Conditions.

1. **AGREEMENT** - This PO is an offer by Dick's for the purchase of the Deliverables specified on the Order from Vendor in accordance with and subject to these Terms and Conditions. This PO, together with any documents incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the Deliverables and supersedes all prior or contemporaneous agreements unless Vendor and Dick's are parties to a Dick's Sporting Goods Domestic Vendor Agreement. Vendor's acknowledgement of this PO or commencement of performance hereunder shall constitute Vendor's acceptance of this PO and all of the terms and conditions herein. Dick's objects to and rejects all additions, exceptions or changes to these terms, whether contained in any printed form received from Vendor or elsewhere, unless approved by Dick's in writing. The PO expressly limits Vendor's acceptance to the terms of this PO. This PO is not binding on Dick's until Vendor accepts the PO (Vendor advising Dick's that Vendor has commenced performance hereunder constitutes acceptance of this PO) and until such time, Dick's may withdraw this PO. Dick's is not obligated to any minimum purchase or future purchase obligations under this PO.
2. **PRICE** - The prices stated on the Order include any and all expenses, charges and costs (including, but not limited to any and all charges for packing, hauling, storage, transportation to point of delivery, travel, insurance and taxes, if applicable). All such pricing is subject to the terms of this PO, including without limitation any discounts, allowances or chargebacks. No increase in price is effective without the prior written consent of Dick's. Vendor shall issue an invoice to Dick's for each Order issued hereunder after the completion of delivery provided amounts not invoiced within one hundred eighty (180) days after the date of delivery of the product(s) shall be deemed waived.
3. **SETOFF** - All claims for money due or to become due from Dick's to Vendor pursuant to this PO or any Order issued by Dick's shall be subject to deduction or set-off by Dick's against any monies owed by Vendor or any of its affiliates to Dick's whether hereunder or pursuant to a separate agreement or arrangement.
4. **QUANTITY AND SUBSTITUTE PRODUCTS** - Vendor will not furnish quantities in excess of those set forth in an Order, nor substitute specifications, sizes, colors or styles, in each case without Dick's prior written approval. Dick's count after receipt is conclusive regarding all shipments.
5. **ORDER CHANGES; CANCELLATION** - No change to this PO is binding upon Dick's unless in writing specifically stating it amends this PO and is signed by Dick's. At any time thirty (30) or more days prior to delivery, Dick's may cancel an Order (or any part thereof) without expense or liability to Dick's. Further, Dick's may cancel an Order, without expense or liability to Dick's, if shipment of products or performance of services is not made within the time specified in the Order, unless Dick's has provided in writing an extension to Vendor, or later delivery is requested in writing by Dick's. Dick's may also cancel any and all Orders, without expense or liability to Dick's, if Vendor is insolvent or bankruptcy proceedings are instituted by or against Vendor, if Vendor breaches any of the terms and conditions of purchase in connection with any Order, or if Dick's terminates this PO. Dick's reserves the right to return products, or, alternatively, to hold payment on orders shipped early until the date specified by Dick's, unless written approval for early shipment and payment has been provided to Vendor. Dick's may also cancel subsequent Orders to Vendor, without expense or liability to Dick's, if it cancels any Order as specified above.
6. **SHIPPING TERMS** - If Vendor ships via prepaid freight terms Vendor agrees to bear all costs and make all necessary arrangements to deliver the goods to Dick's distribution center doors. Prepaid & Added to Invoice Charges Are Not Permitted. When Vendor is shipping prepaid Vendor must use a Dick's approved carrier. A list of approved carriers can be found at [www.dsgfreight.com](http://www.dsgfreight.com). If Vendor ships via collect freight terms Vendor agrees to make goods available for pick-up as either loose cartons or palletized freight at a shipping location in the US. Vendor agrees Dick's and/or any of its carriers are not liable for returning pallets of palletized freight or removing cartons from pallets at the point of pick up if the pallets must remain with the tendering agent (i.e., airline pallets). All shipping guidelines are outlined in Dick's routing guide located at [www.dsgfreight.com](http://www.dsgfreight.com).

Vendor is restricted from terminating ocean containers at a US port of entry with the intention of Dick's taking possession of the container at the port or rail yard. Vendor intending to ship goods directly to Dick's in an ocean container must ship prepaid to Dick's distribution center door or complete an import vendor agreement form to ship freight collect from overseas. A Vendor acting as the importer of record for imported goods agree to list themselves as the ultimate consignee on all documentation submitted to US Customs for customs clearance. Vendor agrees to establish and confirm their ability to act as the importer of record and ultimate consignee prior to accepting purchase orders from Dick's under these PO terms. Vendors incapable of acting as the importer of record and ultimate consignee must complete an import vendor agreement form before accepting purchase orders from Dick's. Vendor agrees to meet Dick's supply chain security requirements as detailed in the Customs-Trade Partnership Against Terrorism (C-TPAT) Vendor Security Criteria notification set forth in the International Routing Guide located at [www.dsgfreight.com](http://www.dsgfreight.com).

All vendors must have the appropriate parties within their organization register on [www.dsgfreight.com](http://www.dsgfreight.com) to receive the Dick's Routing Guide. Vendor agrees to follow Dick's vendor supply chain guidelines including the use of Dick's Transportation Management System set forth on [www.dsgfreight.com](http://www.dsgfreight.com). An Id and Password to view the guidelines and materials set forth on [www.dsgfreight.com](http://www.dsgfreight.com) can be obtained by contacting Dick's at [VendorRelationsComplianceTeam@dcsq.com](mailto:VendorRelationsComplianceTeam@dcsq.com). Vendor agrees that it shall be responsible for violation charge backs when failing to meet Dick's vendor supply chain requirements set forth in the routing guide. The routing guide and chargeback schedule are located in the vendor portal at [www.dsgfreight.com](http://www.dsgfreight.com). All shipments move per instructions at [www.dsgfreight.com](http://www.dsgfreight.com) only. All Deliverables will be packed for shipment according to Dick's Routing and Transporting Guide (the "VRG") at [www.dsgfreight.com](http://www.dsgfreight.com). Vendor shall be responsible for providing adequate packaging, packing, shipping and billing and shall comply with all packaging, packing, shipping and billing requirements in accordance with the VRG, or established by applicable laws, regulations, carrier tariffs and classifications. Failure of Vendor to abide by the instructions in the VRG result in Vendor being charged back according to the schedule in the VRG. Notwithstanding anything to the contrary herein contained, Dick's reserves the right to change the VRG from time to time in its sole discretion, notice of which change(s) shall be forwarded by Dick's to Vendor if affected thereby.

7. **INVOICES** - Vendor shall submit all invoices to Dick's electronically in the manner designated by Dick's. Vendor shall provide its ACH transfer instructions to Dick's and Vendor agrees to accept payment via ACH transfer. Vendor agrees that Dick's may rely on the transfer and account instructions included on any invoice or on any other transfer directions received from Vendor and payment in accordance with any such payment instructions shall be deemed payment to Vendor. Dick's may pre-note any account information to confirm validity of information. No invoice shall be valid prior to shipment of Deliverables and no payment will be made prior to receipt of Deliverables. A valid invoice must reference a Dick's provided PO number. Except for any amounts disputed by Dick's in good faith, payment shall be net sixty (60) days from the date the invoice is received. In the event of a payment dispute, Dick's shall deliver a written statement to Vendor listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this PO notwithstanding any such dispute. Without

prejudice to any other right or remedy it may have, Dick's reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Dick's to Vendor.

8. QUANTITY AND SUBSTITUTE PRODUCTS - Vendor will not furnish quantities in excess of those set forth in an Order, nor substitute specifications, sizes, colors or styles, in each case without Dick's prior written approval. Dick's count after receipt is conclusive regarding all shipments.
9. COMPLIANCE WITH LAW - Vendor will comply with all applicable international, federal, state and local laws, rules, regulations, orders, and ordinances (collectively, "Laws") in effect at time of performance under this PO, including but not limited to those regarding safety and health. Vendor represents that Vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this PO.
10. INSPECTION/ACCEPTANCE - Dick's may inspect all products within a reasonable time after delivery. At Dick's option, it may, at Vendor's expense, return to Vendor products rejected for failure to meet any specifications or required quality including, without limitation, product determined at any time to be defective or nonconforming. Vendor shall promptly reimburse Dick's for: all administrative expenses and transportation expenses for orders not in compliance. These remedies are in addition to such other rights and remedies to which Dick's may be entitled by operation of law. Dick's payment for any part of the products under this PO shall be made with express reservation of rights and shall not be deemed acceptance of the Deliverables. Vendor will provide to Dick's the most current Safety Data Sheet ("SDS") for all products purchased by Dick's as required by the Occupational Safety and Health Administration regulations and that such SDS will be uploaded into Dick's World-Wide Environmental and Regulatory Compliance Solutions (WERCS) system. Vendor agrees to provide a complete product set up sheet, not limited to, but including images and shipping weights and dimensions.
11. WARRANTY - Vendor represents, warrants, and covenants (collectively, "Represents") that the products, services, fixtures, content and materials provided by or on behalf of Vendor: (a) will be fit for the intended purpose, free from defects in material and workmanship and merchantable; (b) will have been designed, manufactured, labeled, packaged, sold, and delivered hereunder in strict compliance with the provisions of all applicable laws, rules, regulations and codes, including all amendments thereto, including but not limited to the following: The Consumer Products Safety Act; the Consumer Product Safety Improvement Act of 2008; Flammable Fabrics Act; the Americans with Disabilities Act; Federal Food, Drug and Cosmetics Act; California Transparency in Supply Chain Act of 2010; Child Safety Protection Act; Hazardous Substances Labeling Act; Federal Hazardous Substances Act; Poison Prevention Packaging Act; Textile Fiber Products Identification Act; Wool Products Labeling Act; Federal Trade Commission Act, Rules and Regulations; Fur Products Labeling Act; the Lacey Act; Customs Modernization Act; California Safe Drinking Water and Toxic Enforcement Act (also known as Proposition 65); all Federal Trade Commission Rules and Regulations; all Department of Alcohol, Tobacco and Firearms Rules and Regulations; and the standards of Underwriters Laboratories, Inc. (including all language requirements) or such other testing laboratory approved by Dick's; (c) shall only include claims that are true, not misleading, and have been substantiated at the time that such claims are made, including but not limited to those claims made by Vendor in or on any packaging, labeling. Vendor further Represents it: (a) has the right to provide the Deliverables to Dick's; and (b) will provide the Deliverables without infringement or violation of any patent, copyright, trademark, technical information, know-how, trade secret, proprietary information, contractual or proprietary right, or other intellectual property right(s), whether currently existing or hereafter developed or acquired, and regardless of the jurisdiction or location where such right(s) exist ("IP Rights") of any third party. Vendor hereby assigns to Dick's all warranties, representations and indemnities granted to Vendor by third parties in the Deliverables. Dick's approval of Vendor's design or materials shall not be construed to relieve Vendor of its obligations hereunder. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Dick's discovery of the noncompliance of the Deliverables with the foregoing warranties.
12. REFERENCES TO DICK'S - Vendor shall not refer to Dick's, or otherwise make any express association between Dick's and Vendor or Vendor's products, in any advertising or published communication without the prior written approval of Dick's. Vendor shall not use, or allow to be used, Dick's name, logo, trademarks, service marks, patents, copyrights, trade dress, or social media tags (collectively, "Dick's Branding") without the prior written approval of Dick's. Without limiting the foregoing and any other obligations of Vendor set forth in this PO, in the event Vendor engages in any advertising and marketing activity for its products that involves the use of the name, image or likeness of any collegiate or high school student-athlete ("NIL"), including without limitation, in influencer or other social media campaigns, Vendor shall ensure compliance with all applicable NIL laws as well as applicable rules, policies and guidelines of the student athlete's school, conference and governing bodies relating to eligibility and the student athlete's NIL activity, as well as any NIL policy provided by Dick's. Dick's reserves the right to require Vendor to remove Dick's Branding from any advertising or published communication (including social media posts), whether such advertising or communication was issued by Vendor or its marketing partners (including agencies and influencers) for any reason. Vendor hereby grants (and causes and shall cause its affiliates to grant) to Dick's a nonexclusive, worldwide, irrevocable, royalty free, fully paid-up, sublicensable (through one or more tiers) license to (i) use Vendor's or any of its affiliates' names, logos, trademarks, service marks, or trade dress, and (ii) use, reproduce, distribute, share, exhibit, perform, display, or link to any content or materials made publicly available or provided by or on behalf of Vendor or any of its affiliates, including any content created or posted by Vendor's marketing partners or talent as part of Vendor's advertising or marketing campaign, in each case, in connection with any sale, offer for sale, advertisement, or marketing of any products or services of or from Vendor or any of its affiliates.
13. ASSIGNMENT - Vendor may not assign or transfer or otherwise convey this PO in whole or in part without the prior written consent of Dick's. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. Dick's may assign this PO to its affiliates.
14. RELATIONSHIP OF PARTIES - Nothing in this PO shall be deemed to create a partnership, joint venture, franchise, employment or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party. No relationship of exclusivity shall be construed from this PO. This PO does not obligate Dick's to issue Orders to, or to otherwise do business with, Vendor.
15. LIENS- Vendor hereby waives and relinquishes all liens, encumbrances, interests and claims, statutory or otherwise which Vendor now has or may hereafter have in the Deliverables.
16. INDEMNIFICATION - In consideration for the purchase by Dick's of products manufactured, sold and/or distributed by Vendor, Vendor hereby agrees to indemnify, defend and hold harmless, Dick's from and against any and all losses, costs, expenses, liabilities, suits, actions, claims, and other obligations and proceedings whatsoever (collectively, "Claim") and any judgments rendered against Dick's, court costs, fines or penalties, attorney's fees and other sums that Dick's may pay or become obligated to pay on account of any Claim alleging: (i) violations of trademark, copyright or patent rights or any other intellectual property rights by any product manufactured, sold and/or distributed by Vendor to or through Dick's; (ii) injury to any person (including, without limitation, injury resulting in death) or damage (including, without limitation, loss or destruction) to property of whatever nature, to the extent such personal injury or property damage was caused, or alleged to have been caused, by any product manufactured, sold and/or distributed by Vendor to or through Dick's; (iii) violation or alleged violation of law or regulation by Vendor or relating to Vendor's products; or (iv) breach of this Vendor Agreement by Vendor. Vendor shall assume the defense of Dick's at its sole cost, shall pay any and all sums that Dick's becomes legally obligated to pay as a result of such Claim and shall promptly reimburse Dick's for any costs or expenses incurred by Dick's in connection with any Claim. This Section A shall not apply to the extent that the Claim alleges, arises or results solely from Dick's gross negligence or misconduct. In the event of any Claim against Dick's in connection with any of the foregoing, Dick's agrees to notify Vendor of any such Claim. Dick's failure to provide a notice to Vendor under this Section does not relieve Vendor of any liability that Vendor may have to Dick's; provided, that, Vendor shall not be liable for any costs that result directly from a delay in Dick's providing notice if the delay materially prejudices the defense of the related Claim. Dick's shall cooperate in the defense of any Claim for which indemnification is sought, provided that Vendor

will reimburse Dick's the costs reasonably incurred by Dick's in such cooperation. Vendor shall obtain Dick's written consent prior to any admission, compromise or settlement which affects Dick's rights or interests. Although Vendor shall have control of the defense of any Claim for which indemnification is sought, Vendor agrees to comply: (i) provide Dick's with copies of all pleadings and discovery requests as soon as they are available to Vendor; (ii) provide Dick's with copies of all pleadings as early as practicable in advance of their filing by Vendor, and give Dick's the opportunity to provide comments to any such pleadings; (iii) Vendor shall choose defense counsel that is reasonably satisfactory to Dick's; (iv) Vendor will keep Dick's informed of all material information pertaining to a Claim; (v) Vendor shall promptly inform Dick's of the date of any mediation, arbitration, trial or settlement conference; and inform Dick's of the outcome of any such proceedings or any other matter from which appeal rights could arise. If Dick's determines that a defense is available to Dick's that is not available to Vendor and raising such defense would create a conflict of interest for the counsel defending the Claim, Dick's will be entitled to retain separate counsel for the purpose of raising such defenses at Vendor's expense. Notwithstanding the above, Dick's shall have the right, but not the obligation, to participate in the handling, adjustment, or defense of any Claim. Should Vendor fail to assume its obligations hereunder, as determined by Dick's in its reasonable discretion, Dick's shall have the right, but not the obligation, to defend itself and Vendor shall reimburse Dick's for any and all costs and expenses (including attorneys' fees) incurred in such defense. Vendor agrees that it is bound by the above indemnification obligations regardless of (i) whether Dick's has been advised of or is aware of the possibility of a potential Claim relating to any product manufactured, sold and/or distributed by Vendor (collectively, the "Potential Claims"), or (ii) any action or inaction on the part of Dick's with respect to its consideration of the potential purchase of such products or the Potential Claims whether before or after the purchase of such products by or through Dick's. These rights in this Section 17 shall (i) survive implicit or explicit termination dates in other sections of this Vendor Agreement and (ii) be in addition to any other rights Dick's may have under any Federal or state laws or the rules or regulations of any governmental agency in any country.

17. **INSURANCE** - During the term of this PO Vendor shall procure, maintain, and evidence via certificate naming Dick's as additional insured by endorsement, at least the following minimum insurance coverages with financially sound and reputable insurers: (i) coverage for Product Liability/Completed Operations; and (ii) minimum limits equal to the highest amount by product category identified below and documented as the required "Product Liability per occurrence" limit, subject to a reasonable deductible or self-insured retention; limits may be satisfied in combination with an occurrence based GL policy and umbrella/excess liability policies: (a) \$10,000,000 per occurrence: Ammunition/Black Powder; Bows/Arrows; Camp Stoves/Lanterns; Climbing/Rock Climbing Equipment; Cooking/Heating Appliances (stove, grill, heater, fire pit); Firearms including black powder; Go Karts/4 wheelers; Helmets; Propane/Fuel; Rack Storage Systems Attached to Vehicles; Towables; Trampolines; Tree Stands/Ladder Stands/Harnesses/Component Parts; Swimming pools; Dietary/Nutrition Supplements (herbal, vitamins, powders); (b) \$5,000,000 per occurrence: Airguns/Airsoft and Accessories; Batteries-Electric or Rechargeable >12 volt; Bicycles/Bikes/Wheeled Goods/Component Parts; Boats/Canoes/Kayaks/Boat Motors; Cameras-Electric or Rechargeable; Chemicals; Containers to hold Flammables or Chemicals; Floatation Devices/Inflatables (excluding towables); Furniture (lawn/garden/patio, collapsible/folding, umbrellas); Gloves (medical/latex); Hazardous Materials; Household Appliances (electric); Knives (hunting/pocket); Ladders; Lamps/Lighting; Lighters/Matches; Paintball Markers/Accessories; Pools; Sports/Fitness Equipment-Electric, Collapsible, Folding, Pivoting, Cantilever, Protective Gear (excluding helmets); Sports Medicine; Snow Sports/Ski/Board; Tools (powered); Toys-Electric or Rechargeable; Firearms Safety; Baby food/drinks; Food/drinks containing fruits, vegetables, meat, poultry, seafood, shellfish, dairy, eggs; or (c) \$2,000,000 per occurrence: products not shown above. Certificates of insurance, both current and renewals, must be provided to Dick's. Dick's may require additional insurance coverage on notice to Vendor. All such insurance must be on forms and with carriers acceptable to Dick's and contain waivers of subrogation in favor of Dick's. The insurance limits herein do not limit Vendor's liability under this PO. The Certificate of Insurance must include evidence of insurance as required by Dick's Risk Management department. Prior to the expiration of any Product Liability/Completed Operations insurance coverage listed on any Certificate of Insurance delivered by Vendor to Dick's, Vendor shall provide Dick's with an updated Certificate of Insurance satisfying the requirements of Dick's Risk Management department and evidencing continued insurance of Vendor of the type and in the amount required by Dick's for so long as Vendor sells or distributes products to or through Dick's and for such period of time thereafter as is reasonably necessary to protect Dick's. In the event of a coverage dispute and at Dick's request, Vendor will provide a certified copy of all insurance policies and endorsements in place to satisfy these requirements.
18. **SEVERABILITY** - If any provision of this PO shall be held invalid, illegal or unenforceable to any extent, the remainder of this PO shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Provisions of this PO which by their nature should apply beyond their terms will remain in force after any termination or expiration of this PO.
19. **WAIVER; MODIFICATIONS**- Dick's waiver of any term or condition in this PO must be in writing and will not be deemed a continuing waiver.
20. **CONTROLLING LAW; JURISDICTION** - This PO and Vendor's performance under it shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to conflicts of law provisions thereof. Any legal suit, action or proceeding arising out of or relating to this PO shall be instituted in the state or federal courts located in Pittsburgh, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties waive trial by jury.
21. **RECALL** - In the event that a federal, state or local agency issues an order requiring either Dick's or Vendor to recall, replace, repair or make refunds with respect to all or part of any Vendor's product or service ("Recall"), Vendor shall do so at its expense (including without limitation, reimbursement of Dick's expenses) in a reasonable manner that will satisfy the requirements of such order. Where both parties agree or where Vendor determines in its reasonable discretion that a Recall is warranted prior to or without regard to any proceeding or determination by a federal, state or local agency, Vendor shall assume all costs and expenses of such Recall (including reimbursement of Dick's expenses) and such Recall shall be effectuated in a manner agreed upon between Vendor and Dick's. In any event, Vendor shall accept return of Dick's entire inventory involved in a Recall and Vendor shall refund to Dick's all monies paid for said inventory. In no event shall Vendor treat Dick's less favorably than any other customer in the event of a Recall or potential Recall. Nothing contained in this Section shall prevent Buyer from taking any actions as may be legally required and Vendor shall reimburse all costs and expenses incurred by Dick's in so doing.
22. **FORCE MAJEURE** - If either party is affected by lockouts, strikes, riots, war, acts of terrorism, fire, civil insurrection, flood, earthquake or any other casualty or cause beyond such party's control, which might reasonably tend to impede or delay the reception, handling, inspecting, processing or marketing of the products or services covered by this PO or any Order, such party may, at its option, cancel all or any part of the undelivered order hereunder by giving written notice to the other party which notice shall be effective upon mailing. Neither party shall be subject to any liability or obligation due to exercising the right of cancellation under this provision.
23. **LIMITATION OF DAMAGES** - Except with respect to Vendor's confidentiality, recall and indemnification obligations and Dick's confidentiality obligations, in no event shall either party be liable to the other for any punitive, special, incidental or consequential damages of any kind (including but not limited to loss of profits, business revenues, business interruption and the like), arising from or relating to the relationship between Dick's and Vendor, including all prior dealings and agreements, or the conduct of business under or breach of this PO or any order, Dick's cancellation of any order or orders or the termination of business relations with Vendor, regardless of whether the claim under which such damages are sought is based upon breach of warranty, breach of contract, negligence, tort, strict liability, statute, regulation or any other legal theory or law, even if the affected party has been advised by the other party of the possibility of such damages. These limitations shall not apply to damages that result from a party's gross negligence, fraud or willful misconduct.
24. **CONFIDENTIAL INFORMATION; SECURITIES LAWS** - Except to the extent required by applicable law, rule, regulation or legal, governmental or regulatory process, both Vendor and Dick's shall, and shall ensure that its officers, directors, consultants, employees,

subcontractors and agents (collectively the "Representatives"), shall keep confidential and not disclose to any third party any Confidential Information (as defined below) provided to the other party, its affiliates, its representatives or any other third party in connection with this PO, any Order or the sale of products or services by or to Dick's. Further, neither party shall use any Confidential Information other than in connection with performing its obligations under this PO or any Order. In addition, Vendor shall (i) establish and maintain written policies and procedures designed to ensure the confidentiality of the Confidential Personal Information; and (ii) not duplicate or incorporate the Confidential Personal Information into its own records or databases. The parties' obligations under this confidentiality provision shall survive implicit or explicit termination dates in other sections of this PO and Vendor acknowledges and agrees that the Confidential Personal Information shall remain confidential in perpetuity. "Confidential Information" shall include, but not be limited to, any and all information, in whatever form, whether written, electronically stored, orally transmitted or memorialized, concerning the disclosing party and/or its subsidiaries or affiliates that is disclosed or otherwise provided by or on behalf of the disclosing party to the receiving party and/or any director, officer, employee or agent of such receiving party, including but not limited to, any trade secret; confidential or non-public information (including, but not limited to, any materials or information designated as being proprietary or confidential); knowledge or data, whether of a technical or commercial nature; sales or production records or data; long and short term goals; license arrangements and terms; records; ledgers; business correspondence; memoranda and other records databases; programs; product or service pricing and pricing policies; business development plans; products and technologies; designs; product tests; sales and marketing plans; development plans; formulas; inventions; trademarks; patents, patent filings and technology; technical information; copyrighted material; financial statements; financial plans or other financial information; plans; methods; practices and procedures; marketing strategies; other confidential business information related to the conduct or strategy of the business of the disclosing party; the terms of this PO or any Order; other information relating to the business of the disclosing party that is not known generally to the public or in the industry; information regarding Dick's customers and/or its employees in whatever form, whether written, electronically stored, orally transmitted or memorialized, including but not limited to names, addresses, telephone numbers, account numbers, email addresses, customer lists, and demographic, health, financial and transaction information (collectively, the "Confidential Personal Information"); and any other information provided to the receiving party. Except for Confidential Personal Information, which shall always be considered Confidential Information, "Confidential Information" shall exclude information that: (i) the receiving party can show was in the public domain prior to the time of the disclosing party's communication thereof to the receiving party; (ii) entered the public domain subsequent to the time of the disclosing party's communication thereof to the receiving party other than as a result of a breach of this PO by the receiving party; (iii) was in the receiving party's possession at the time of the disclosing party's communication thereof to the receiving party, provided that the source of such information was not known by the receiving party, after reasonable inquiry, to be subject to a confidentiality or similar obligation with respect to such information; (iv) can be shown by documentation to have been independently developed by the receiving party without use of or reference to any Confidential Information; or (v) the disclosing party has authorized the receiving party, in writing, to disclose. Both parties covenant and agree that to the extent that either party shares Confidential Information with its employees, agents, consultants or representatives solely for purpose of meeting its obligations under this PO, such party's employees, agents, consultants or representatives shall agree in writing to keep such Confidential Information confidential and use such Confidential Information only in accordance with this "Confidentiality; Securities Laws" provision. Each party shall be responsible for any breach of the "Confidentiality; Securities Laws" provision by any of its employees, agents, consultants and representatives. Vendor acknowledges that it is aware, and that it will make its officer, directors, employees and agents aware, of the restrictions.

25. SALES THROUGH AFFILIATES AND WEBSITES - Dick's may sell the products that it purchases from Vendor through (i) stores of Dick's (ii) the stores of Dick's affiliates, subsidiaries and business units, including but not limited to Golf Galaxy and Public Lands, and (iii) websites hosted by or on behalf of Dick's or its affiliates. Any purchase initiated through any such website will fall under the terms of this PO. Additional terms may be outlined in the VRG.
26. RETURN TO VENDOR ("RTV") ACCOMMODATION CLAIMS - Any RTV accommodation claim will be negotiated on a case-by-case basis. RTV cost charged is the last ordered PO cost. Dick's will not pay handling/refurbishing charges related to RTV claims. RTV claims ship from Dick's Distribution Centers. As part of the RTV claim, Vendor must identify any packing or shipping requirements necessary to prevent damage to products while in transit. Once return authorization is issued, Dick's Accounts Payable may if necessary hold currently scheduled payments up to an amount equal to the expected total cost of the return. Dick's will not waive the right to hold payments as a precondition to RTV claim authorization.
27. COMPLIANCE WITH VENDOR CODE OF CONDUCT - In connection with all services and products performed or delivered under this PO, Vendor shall comply with Dick's "Vendor Code of Conduct" available on the Company's Suppliers site at: <https://www.dickssportinggoods.com/s/suppliers> as the same may be amended from time to time.
28. MISCELLANEOUS - By accepting this PO, Vendor agrees to all terms and conditions contained in this PO, the terms and conditions set forth in the VRG, which are specifically incorporated herein by reference, and that any changes or modifications to or waivers of such terms and conditions must be in writing and signed by both Dick's and Vendor. In addition: (a) All rights granted to Dick's hereunder are in addition to and not in lieu of Dick's rights arising by operation of law; (b) no modifications of terms in this PO are valid without written authorization of Dick's; (c) If a court of competent jurisdiction declares any part of this PO to be invalid, such decision shall not affect the validity of any remaining provisions; (d) Vendor is an independent contractor and shall perform as one; (e) Dick's maximum liability in connection with this PO will not exceed the purchase price set forth in the Order for Deliverables actually delivered and accepted; (f) Vendor agrees to submit all invoices via electronic data interchange as directed by Dick's and each party is responsible for its own costs in connection therewith. Dick's may pay all invoices via electronic fund transfers (including ACH and/or wire transactions); and (g) any terms of this PO that would, by their nature, survive the termination or expiration of this PO will so survive.