

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

"Buyer" shall mean Dick's Sporting Goods, Inc. and/or its subsidiaries, affiliates and/or divisions 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"). "Seller" shall mean the person, firm or entity named on the Order who is providing goods and/or services ("Goods" or "Services" and collectively, "Goods and Services") under this PO. In the event of conflict between the Order and these Terms and Conditions, the Order shall govern and control.

1. **AGREEMENT**- This PO is an offer by Buyer for the purchase of the Goods and Services specified on the Order from Seller 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 Goods and Services, and, except with respect to Other Agreements as defined in Section 22, supersedes all prior or contemporaneous agreements. Seller's acknowledgement of this PO or commencement of performance hereunder shall constitute Seller's acceptance of this PO and all of the terms and conditions herein. Buyer objects to and rejects all additions, exceptions or changes to these terms, whether contained in any printed form received from Seller or elsewhere, unless approved by Buyer in writing. The PO expressly limits Seller's acceptance to the terms of this PO. This PO is not binding on Buyer until Seller accepts the PO (Seller advising Buyer that Seller has commenced performance hereunder constitutes acceptance of this PO) and until such time, Buyer may withdraw this PO. Buyer 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). No increase in price is effective without the prior written consent of Buyer. Seller represents and warrants that the price for the Goods and Services is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods and Services. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods and Services under this PO. If Seller fails to meet the lower price, Buyer, at its option, may terminate this PO without liability.
3. **TAXES** - The contract price set forth on the Order includes any duty, tariffs, freight costs, and all applicable federal, state and/or local sales taxes, use taxes and transportation-related taxes. Seller shall reflect all applicable taxes on its invoices, collect such taxes from Buyer and be solely responsible for the remittance of all such taxes to the proper taxing authorities. In the event any tax included in the purchase price was not required to be paid by Seller, Seller agrees to notify Buyer and to make prompt application for the refund thereof, take all proper steps to procure the same and, when received, pay the same to Buyer.
4. **ORDER CHANGES; TERMINATION** - No change to this PO is binding upon Buyer unless in writing specifically stating it amends this PO and is signed by Buyer. Buyer may terminate and rescind all or part of the Order if: (a) Seller breaches or fails to perform any of its obligations in any material respect; (b) Seller becomes insolvent or proceedings are instituted by or against Seller under any provision of any federal or state bankruptcy or insolvency laws; or (c) Seller ceases its operation or attempts to assign or otherwise transfer its rights, obligations, or duties under this PO. Buyer may also terminate the Order (in whole or in part) without liability and without cause for its convenience at any time by written notice to Seller. Buyer may at any time change delivery, transport or other terms hereunder upon written notice to Seller. To the extent any such change causes a material change (up or down) in cost or time, the parties will negotiate an equitable adjustment of price and/or terms. Seller waives any claim for adjustment which is not asserted in writing within 30 days of Seller's receipt of notice of the change. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods and Services received and accepted by Buyer prior to the termination and Seller shall refund any unused fees which were paid in advance.
5. **SHIPPING TERMS** - All goods will be shipped F.O.B. the "Ship To" location (set forth on the front of this PO), freight prepaid by Seller. All goods will be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure the goods are delivered in undamaged condition. Seller shall be responsible for providing adequate packaging, packing, shipping and billing and shall comply with all packaging, packing, shipping and billing requirements reasonably requested by Purchaser, or established by applicable laws, regulations, carrier tariffs and classifications.
6. **RISK OF LOSS** - Seller shall assume and bear all risk of loss, depreciation or damage of any kind or nature to the Goods, including undelivered items, until they are delivered to and accepted by Buyer at Buyer's designated location.
7. **INVOICES** - Seller shall submit all invoices to Buyer electronically in the manner designated by Buyer. Seller shall provide its ACH transfer instructions to Buyer and Seller agrees to accept payment via ACH transfer. Seller agrees that Buyer may rely on the transfer and account instructions included on any invoice or on any other transfer directions received from Seller and payment in accordance with any such payment instructions shall be deemed payment to Seller. Buyer may pre-note any account information to confirm validity of information. No invoice shall be valid prior to shipment of Goods or completion of Services and no payment will be made prior to receipt of Goods or completion of Services. A valid invoice must reference a Buyer provided PO number. Except for any amounts disputed by Buyer in good faith, payment shall be net sixty (60) days from the date the invoice is received. In the event of a payment dispute, Buyer shall deliver a written statement to Seller 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. Seller shall continue performing its obligations under this PO notwithstanding any such dispute. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
8. **DELIVERY & QUANTITIES** - Deliveries and performance shall be made in the quantities, and at the date and times specified on this PO or if no time is specified within a commercially reasonable time (the "Delivery Date"). Timely delivery of Goods and Services is of the essence. Without liability and at its sole discretion, Buyer may cancel late or incomplete deliveries and terminate the remainder of this PO and Seller shall indemnify Buyer against any losses, costs and expenses directly attributable to Seller's failure to deliver by the Delivery Date. If Seller delivers more than the quantity of goods ordered, Buyer may reject all or any excess goods. Any rejected goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject goods which are not in compliance with the quantity ordered and instead accepts the delivery of goods at the increased or reduced quantity, the Price for the goods shall be adjusted on a pro-rata basis.
9. **COMPLIANCE WITH LAW** - Seller 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. Seller represents that Seller 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** - Goods and Services delivered (whether paid for or not) under this PO are subject to Buyer's inspection,

testing, and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of Goods and Services which are not in accordance with this PO or Seller's representation or warranties, expressed or implied. Rejected goods will be returned to Seller at Seller's expense, or may be held by Buyer for pick-up at Seller's risk and expense. Buyer'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 Goods and Services.

- 11 **WARRANTY**- In addition to any other express or implied warranties, Seller represents and warrants that Seller has the right to provide the Goods and Services to Buyer and the Goods and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret or other intellectual property, contractual or proprietary right of any third party. In addition, Seller represents and warrants that the Goods: (a) are new and merchantable, free from defects in design, workmanship, and materials including without limitation, such defects as could create a hazard to life or property, and are suitable for their intended purpose; (b) are free and clear of any liens, claims, interest or encumbrances of any kind, conform to all Buyer specifications and to all articles shown to Buyer as a sample; (c) are fit and safe for the purpose for which the Goods were intended; (d) were not trans-shipped for the purpose of (i) evading quota or country or origin restrictions, (ii) mislabeling, or (iii) avoidance of applicable child, forced, or prison labor laws; and that (e) any software included in the Goods will conform to Seller's documentation and specifications provided to Buyer and will be free from any harmful, malicious, self-replicating or disabling code, and that Seller will immediately correct all defects therein upon notice. Seller's published specifications for Goods are hereby incorporated into this PO; if such specifications conflict with this PO, this PO supersedes and controls. Seller hereby assigns to Buyer all warranties, representations and indemnities granted to Seller by third parties in the Goods. Buyer's approval of Seller's design or materials shall not be construed to relieve Seller of its obligations hereunder. Seller further represents and warrants that all Services furnished under this PO shall be performed: (i) in a professional, good and workmanlike manner using reasonable care consistent with not less than the highest industry standards and in accordance with this PO; ii) by personnel of Seller having a level of skill in the area commensurate with the requirements of the scope of work to be performed; (iii) in compliance with the specifications contained herein; and (iv) within the time frames set forth in this PO or, if no time frame is specified, within a reasonable time. 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 Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. Defective or non-conforming Goods may be returned to the Seller for full credit or replacement at the Seller's expense. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods and Services by Buyer.
- 12 **REFERENCES TO BUYER** - Seller shall make no reference, identification, press release, advertisement or promotion regarding Buyer or Buyer's purchase or use of Goods and Services without the prior written consent of the Buyer. In the event any Goods and Services include producing materials with Buyer's trade name or trademark ("Purchaser's Identification"), Seller agrees not to sell or otherwise dispose of any Goods and Services bearing any Purchaser's Identification to any other person without first removing Purchaser's Identification or obtaining Purchaser's express written consent.
- 13 **ASSIGNMENT** - Seller may not assign or transfer or otherwise convey this PO in whole or in part without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer 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.
- 15 **LIENS**- Seller hereby waives and relinquishes all liens, interests and claims, statutory or otherwise which Seller now has or may hereafter have in the Goods and Services.
- 16 **INDEMNIFICATION** - To the fullest extent permitted by law, Seller will protect, indemnify, defend and hold Buyer, its officers, employees, agents and representatives and each of their successors and assigns entirely harmless from and against any and all claims, actions, suits, allegations, demands, proceedings and regulatory actions (collectively, "Claims") and all liabilities, damages, judgments, fines, penalties, settlements, costs and charges arising from or related to a Claim, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with any actual or alleged: (i) defect in the Goods or Services; (ii) act or omission (including without limitation intentional or negligent misconduct) of, or violation of any law by Seller or its agents, representatives, employees or subcontractors during performance under this PO; (iii) breach by Seller of any term, representation or warranty in this PO; or (iv) violation or infringement of a third party's trademark, copyright or patent rights or any other intellectual property rights. This indemnification obligation shall survive delivery of the Goods or performance of the Services and termination of this PO. This indemnification obligation shall not apply to the extent it is finally adjudicated by a court of competent jurisdiction that the Claim resulted solely from Buyer's negligence or misconduct, provided however, that until such final adjudication, Seller shall continue to indemnify, defend and hold Buyer harmless from and against such Claim. Upon any such adjudication that the Claim resulted from Buyer's negligence or misconduct (and final resolution of the underlying Claim (whether by judgment or settlement with Buyer's prior written consent)) Buyer shall reimburse Seller its proportionate share of the judgment or settlement amount and defense costs as mutually agreed by the parties or as finally adjudicated by court order or judgment.
- 17 **INSURANCE** - During the term of this PO and for three (3) years after final delivery of all Goods and Services Seller shall procure, maintain, and evidence via certificate (as requested by Buyer from time to time) naming Buyer as additional insured by endorsement, at least the following minimum insurance coverages with financially sound and reputable insurers and Buyer shall require the same of any other party performing work for Buyer on behalf of Seller: (i) Workers' compensation as required by applicable law; (ii) employers' liability - \$500,000; (iii) Commercial General Liability, including bodily injury/property damage, products/completed operations, independent contractors, contractual liability and premises operations - \$1,000,000 per occurrence, \$2,000,000 aggregate; (iv) Excess (Umbrella) Liability - \$5,000,000 per occurrence/aggregate; and (v) Cyber Insurance (if applicable to the Goods and Services) - \$10,000,000. Certificates of insurance, both current and renewals, must be provided to Buyer prior to Seller's performance of any work. Buyer may require additional insurance coverage on notice to Seller. All such insurance must be on forms and with carriers acceptable to Buyer and contain waivers of subrogation in favor of Buyer. The insurance limits herein do not limit Seller's liability under this PO.
- 18 **SUBCONTRACTORS** - Solely with the prior written approval of Buyer (in Buyer's sole discretion), Seller may contract with or use subcontractors to perform some of the Services ("Subcontractors"). Seller shall be responsible for the acts and omissions of each of its Subcontractors. For purposes of determining liability hereunder, any time "Seller" is used in this Agreement it shall be deemed to include all Subcontractors or other persons and entities performing any part of the Services under this Agreement with or on behalf of Seller, including suppliers and agents. Seller shall be and remain liable hereunder for the acts of Subcontractors to the same extent as if Seller had performed the Services.
- 19 **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.
- 20 WAIVER; MODIFICATIONS- Buyer's waiver of any term or condition in this PO must be in writing and will not be deemed a continuing waiver.
- 21 CONTROLLING LAW; JURISDICTION - This PO and Seller's performance under it shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any legal suit, action or proceeding arising out of or relating to this PO shall be instituted in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in Allegheny County, PA and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 22 OTHER AGREEMENTS- If there is any conflict between this PO and any other written agreement(s) between Seller and Buyer related to the Goods and Services under this PO (such as a master purchase agreement or master service agreement intended to cover the Goods and Services under this PO) ("Other Agreement(s)"), the terms and conditions of the Other Agreement(s) shall control and are incorporated herein by reference. The terms of any Seller quotation, acknowledgement or invoice shall not apply regardless of acknowledgment.
- 23 SAFETY AND SECURITY - Seller shall abide by required industry workplace safety standards regarding Seller's work and use of tools/equipment. Seller shall safeguard its work area for the preservation of person and property in order to protect themselves and all others against injury and/or property damage. In accessing Buyer's facility or systems, Seller shall comply with Buyer's access, safety and security policies.
- 24 CONFIDENTIAL INFORMATION - All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business plans or operations, customer lists or information, pricing, discounts or rebates, disclosed by Buyer to Seller, and whether or not identified as "confidential," in connection with this PO is confidential, solely for the use of performing this PO and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return or destroy all confidential information and other documents and other materials received from Buyer and certify such return or destruction. Buyer shall be entitled to injunctive relief for any violation of this Section. Seller shall protect all confidential information of Buyer using reasonable care consistent with not less than industry standards and shall not disclose the same to any third party or use the same for any purpose other than fulfillment of this PO. Seller shall implement commercially reasonable security methods to protect the confidentiality of Buyer's confidential information and shall cooperate with any risk assessment requested by Buyer.
- 25 TRADEMARKS - Seller acknowledges Buyer's exclusive right, title, and interest in and to all trademarks, trade names, service marks, logos, assignees, program and event names, identifications, and other proprietary rights and privileges used by the Buyer (the "Buyer Marks"). This PO is not a license or assignment of any right, title, or interest in the Buyer Marks to Seller. Seller must not, in any manner, (i) represent that it has any ownership in the Buyer Marks, (ii) do or cause to be done anything that impairs Buyer's exclusive license in the Buyer Marks, or (iii) use, print, or duplicate the Buyer Marks unless Seller has obtained prior written approval from Buyer. Any permitted use by Seller of the Buyer Marks is limited to the term of this PO. Upon termination, Seller must immediately cease all use of the Buyer Marks. Seller must not assign or attempt to assign any rights with regard to the Buyer Marks that arise under any PO and any such attempted assignment is void. If Buyer directs Seller to mark or label any Goods with a Buyer Mark, such marking or labeling must be in accordance with Buyer's specific instructions. Seller shall not sell or otherwise dispose of nor permit the sale or disposal of any Good bearing any Buyer Mark (including any rejected Goods) to anyone other than Buyer without first obtaining Buyer's prior written consent (which Buyer may decline in its sole discretion) and then first removing all Buyer Marks. Buyer may, but is not obligated, to purchase any surplus labels, packaging or other materials bearing Buyer's Marks.
- 26 WORK PRODUCT - Seller agrees that all work product included in the Services will be "work made for hire" for Buyer and Seller hereby assigns, conveys, and transfers all right, title, and interest in and to such Services, which include all related work product of Seller and its employees, to Buyer. Seller understands that all Services produced, developed or otherwise created by Seller or its employees hereunder are the exclusive property of Buyer.
- 27 ON-SITE SERVICES - If Seller provides any Services at any of Buyer's sites, Seller shall (i) appropriately screen all individuals performing such Services to insure the same are qualified and fit for the Services (including appropriate background and drug-screening checks), (ii) shall afford (or require subcontractors to afford) such individuals minimum essential coverage under and in accordance with the Affordable Care Act and the rules and regulations thereof, (iii) ensure such individuals comply with Buyer's visitor and contractor policies and procedures. Buyer reserves the right to interview and accept or reject any employee, subcontractor or agent of Seller before assignment to Buyer's facility and may require Seller to remove any such individual from Buyer's facility at any time.
- 28 AUDIT - Buyer shall have the right to audit Seller's books, records and procedures to verify Seller's compliance with its obligations under this PO and Seller shall reasonably cooperate in any such audit.
- 29 COMPLIANCE WITH VENDOR CODE OF CONDUCT - In connection with all services and products performed or delivered under this PO, Seller shall comply with Buyer's "Vendor Code of Conduct" available on the Company's Suppliers site at: http://www.dickssportinggoods.com/shop/index.jsp?categoryId=92383416&camp=vn:vanity_suppliers as the same may be amended from time to time.
- 30 MISCELLANEOUS - (a) All rights granted to Buyer hereunder are in addition to and not in lieu of Buyer's rights arising by operation of law; (b) no modifications of terms in this PO are valid without written authorization of Buyer; (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) Buyer has no obligation to pay any fees or expenses invoiced more than six (6) months after they accrue; (e) Seller is an independent contractor and shall perform as one; (f) under no circumstances shall Buyer be liable for any incidental, consequential, punitive or exemplary damages in connection with this PO and Buyer's maximum liability in connection with this PO will not exceed the purchase price set forth in the Order for Goods and Services actually delivered and accepted; (g) if Seller is given access, whether on-site or through remote facilities, to any Buyer computer or electronic data storage system, Seller shall strictly comply with all of Buyer's security rules and procedures; (h) Seller agrees to submit all invoices via electronic data interchange ("EDI") as directed by Buyer and each party is responsible for its own costs in connection therewith. Buyer may pay all invoices via electronic fund transfers (including ACH and/or wire transactions); and (i) any terms of this PO that would, by their nature, survive the termination or expiration of this PO will so survive.