

**DOLLAR TREE MERCHANDISING
TERMS AND CONDITIONS OF THIS PURCHASE ORDER**

1. By accepting this order for merchandise (the "Product", "Products" or "Merchandise"), Vendor understands and accepts all terms and conditions set forth by Greenbrier International, Inc. d/b/a Dollar Tree Merchandising ("Buyer") on this Purchase Order ("Purchase Order"), whether printed or written.

2. Purchase Order number must appear on all packages, receipts, and invoices. Vendor's packing slip must always accompany Merchandise deliveries.

3. If there is any inconsistency between the terms and conditions of this Purchase Order and the Vendor's most recently signed Continuing Vendor Indemnification Agreement (the "CVI"), then the terms of the CVI shall prevail. If there is any inconsistency between the terms and conditions of this Purchase Order as set forth in paragraphs 1 through 17 hereof (the "Terms") and (i) the Vendor's forms, invoices, terms and/or conditions, (ii) the face of this Purchase Order, (iii) any supplemental documents, and/or (iv) any other agreements, whether written or oral, between Buyer and Vendor then the Terms of the Purchase Order shall prevail, except that Buyer shall pay Vendor the lowest price shown whether that price is shown on this Purchase Order or on Vendor's invoice. The terms of this Purchase Order may only be changed by express written agreement of the parties.

4. Buyer reserves the right to deduct excess transportation for incorrect weights and measures of shipments made by the Vendor.

5. Buyer reserves the right to return any or all Merchandise shipped to, delivered to, picked up by and/or received by Buyer after the cancellation date shown on the front of this Purchase Order. Returns will be at the expense of the Vendor, to include, but not be limited to shipping and handling costs.

6. Buyer shall have the right to refuse Merchandise that is: (i) not in accordance with the sample, standard or specifications, (ii) damaged or defective, (iii) different in quality or quantity from that ordered, (iv) shipped otherwise than as specified on this Purchase Order or (v) not in conformance with the Terms of this Purchase Order ("Non-conforming Merchandise"). Payment before inspection of Merchandise shall not constitute acceptance. Vendor guarantees that the latest packaging approved by Buyer, that is in production and available, will be used when filling this order. Vendor agrees that Buyer shall have the right to reduce or setoff against any amounts due to Vendor on any purchase order and to hold payment on any purchase orders for any potential or actual Losses covered by this or any other purchase order. Buyer may, in its discretion, either return or reject Non-conforming Merchandise, or hold same at Vendor's risk and expense, and may in either event charge Vendor with cost of transportation, shipping, unpacking, examining, repacking, reshipping, and other like expense. Vendor shall be responsible for any damages and any added costs or expenses due to failure to comply with instructions. Notwithstanding Buyer's right to refuse and/or return goods, Vendor agrees to inform Buyer immediately of any failure to deliver any part of this order on the delivery date specified, or of any inability to deliver the exact goods called for on this order.

7. Vendor represents and warrants that its operations and those of its sourcing operations, supply chain, and/or factories do not use prison labor, forced labor, human trafficking or slavery in any respect in the production of products produced for Buyer. Vendor also represents and warrants that its operations and those of its sourcing operations and/or factories comply with all applicable

laws and regulations of the country and its government authorities where Vendor or the sourcing operation and/or factories are located. This includes, but is not limited to, employment and labor, environmental protection, intellectual property, and anti-corruption laws and regulations. Buyer may conduct an independent audit or it may request from Vendor regular reports and verification of compliance with these representation and warranties by Vendor and its sourcing operations and/or factories. Vendor agrees to comply with Buyer's Code of Ethics. Vendor agrees that it shall comply with Buyer's gift and entertainment policy, which includes a strict prohibition against providing Buyer's associates or any of its service providers with any type of commissions, gratuities, gifts, payoffs, reimbursements, loans, or anything of value as an attempt to gain favor. In addition to being contrary to Buyer's ethical standards, Vendor understands and agrees that failure of Vendor or its sourcing operations and/or factories to adhere to the above representations and warranties may damage Buyer's reputation in the marketplace and/or subject Buyer to penalties. In the event such damage or any breach of Buyer's representations and warranties occur or in Buyer's reasonable opinion, is threatened, or Vendor fails to disclose to Buyer any material fact, or in Buyer's discretion its Product's quality is below Buyer's acceptable standards, or Vendor fails to adequately correct any testing failure to Buyer's satisfaction, Buyer may, in its absolute discretion, cancel any or all outstanding contracts and/or purchase orders with Vendor for any and all products, destroy any and all received products, require Vendor to destroy by witness destruction any and all products, cease doing business with Vendor and/or recover any losses, lost profits, restocking fees and/or costs, including litigation and enforcement costs as well as reasonable attorney's fees. Vendor agrees to use industry standard protection to prevent computer hacking or intrusions into its system which may compromise data or communications with Buyer.

8. A valid certificate of insurance is required from Vendor showing evidence of Broad Form Vendors coverage with a \$2,000,000 Products and Completed Operations Aggregate limit, \$1,000,000 each occurrence written on an occurrence form and a \$2,000,000 General Aggregate limit. Greenbrier International, Inc., Its Parents, Subsidiaries, and Affiliates must be named as additional insured in the certificate and a valid copy of the endorsement to the policy must be provided. If both a valid certificate of insurance and a copy of the endorsement are not received by Buyer, Buyer may withhold payment to Vendor until required proof of insurance is provided. Vendor's insurers must be Best's rated B+, VII or better. Vendor's insurance shall be primary with respect to all obligations assumed by the Vendor pursuant to this Purchase Order. It shall be the responsibility of the Vendor to ensure that any of its agents, representatives, subcontractors, and independent contractors comply with the above insurance requirements. Coverage and limits referred to above shall not in any way limit the liability of the Vendor. Vendor agrees to maintain said insurance without a reduction in coverage and further agrees to comply with all terms and conditions of said insurance, including without limitation, prompt notification of claims and payment of all premiums when due. It is a requirement that all Products sold by Vendor to Buyer be covered by said insurance. Vendor agrees to provide a complete copy of all of its applicable policies to Buyer upon request.

9. Vendor understands that its Products may be sold in all United States and Canadian states, provinces, cities, towns, counties and other municipalities. Vendor represents and warrants that all Products furnished to Buyer will comply with and be manufactured, priced, sold and labeled in compliance with all applicable federal, state, provincial and local laws, rules, ordinances, regulations, codes and orders of the United States and Canada, including without limitation, environmental protection, labor, health, consumer product safety, agricultural, food and drug laws, applicable industry codes and standards, safety regulations, packaging and labeling requirements. Vendor represents and warrants that Vendor is responsible for compliance with the Federal Food, Drug & Cosmetic Act (FDCA) as amended, its implementing regulations and all U.S. Food and Drug Administration requirements applicable to any Product, including without limitation the current Good Manufacturing Practices. Vendor will perform or have performed on its behalf all testing required under the FDCA and its implementing regulations, including current Good Manufacturing Practices requirements for the release of Product intended for use in the United States,

where applicable. Vendor will provide to Buyer the results of such testing for each Product, where applicable. Additionally, Vendor will regularly have independent tests performed, prior to shipping, on all Products sold to Buyer to ensure compliance with Buyer's internal quality standards. Vendor represents and warrants that Vendor will not rely upon, attempt to rely upon, or represent that it relies upon this independent testing done to confirm compliance with Buyer's quality standards to fulfill Vendor's responsibility to comply with the applicable requirements of the FDCA, its implementing regulations and all FDA requirements applicable to any Product, including without limitation, testing required under the current Good Manufacturing Practices, for the release of Product. Buyer shall be entitled to receive from Vendor copies of any said test reports, as well as SDS (Safety Data Sheet) information, Proposition 65 product information, ingredient information and any information required by Buyer to comply with any law or regulation, as applicable. Vendor further represents and warrants that all Products furnished to Buyer shall comply with all United States and Canadian laws and regulations, as applicable, with respect to copyright, patent, trademark and trade dress rights. Vendor also agrees not to sell Buyer any Product that infringes any copyright, patent, trademark, certification mark, or trade dress rights of another person or entity. Vendor shall provide to Buyer, upon request, signed copies of any and all license agreements relating to Vendor's Products sold to Buyer. Vendor agrees that should any Product furnished hereunder be deemed by Buyer to violate any of provision of this Agreement or any applicable federal, provincial, state, or local law, rule, regulation, or certification standard, or any person or entity's intellectual property rights or license agreement, Buyer, at its sole option, may destroy or return such Product to Vendor at Vendor's cost, including all labor, shipping, packaging and destruction expenses, and shall be entitled to a full refund of its loss. Vendor understands that such return to Vendor or destruction at Vendor's cost may include products which are not in violation but which have the same SKU number or UPC number.

10. If applicable, Vendor agrees to correctly and completely submit and visa, invoice, declare and label, as required by United States or Canadian law, as applicable, all Products sold to Buyer and to provide adequate and reasonable proof and verification of any declarations made to Buyer with respect to Products sold to Buyer. Vendor acknowledges that misstatements as to country of origin, misstatement of material content of Products, misstatement as to factory, mislabeling, misrepresentation of weights and measures, misrepresentation of nutritional value, misrepresentation of commercial value, violation of intellectual property rights or other failures to comply with United States Customs or other Federal or State requirements, or Canadian federal or Provincial or local law, may result in the assessment of substantial fines and penalties, as well as possible seizure or detention of non-complying shipments. Vendor accepts responsibility and agrees to hold harmless and indemnify Buyer for any losses, damages, storage, shortages, attorney's fees, fines, taxes assessed against Vendor's merchandise or other costs it incurs as a result of Vendor's action or failure to act in accordance with any law, regulation, Buyer's instructions and/or established commercial practices and procedures. Upon request, Vendor shall notify Buyer of each and every factory where the Products and any component parts are to be produced. Vendor shall not provide Buyer with any Products, including without limitation, textile, toys or apparel, which are not labeled as may be required, or are falsely or fraudulently labeled as to country of origin information or otherwise. Vendor agrees not to engage in practices or arrange for purchase of any materials from others who engage in practices which aid or abet the transshipment of Products in a manner which conceals the true origin of the Products, or which permits the evasion of any duties on, quotas on, or voluntarily restrain agreements or other legal restrictions with respect to, imports of textile, apparel or other Products.

11. Vendor agrees that it shall fully indemnify and hold harmless Buyer, its employees, officers, directors, shareholders, parents, subsidiaries, and affiliates (the "Indemnified Parties") from and against any and all claims, allegations, actions, liabilities, lawsuits, government investigations, actions, fines and penalties, damages, losses, costs or expenses arising from, alleged to arise from, or related to any Products or Product packaging, design, manufacturing or labeling ("Loss" or "Losses"). The indemnified Losses shall include, without limitation, those Losses incurred as a result of any actual or alleged (i) violation of any law, regulation, or order; (ii) infringement of

copyright, patent, trademark or violation of other intellectual property rights; (iii) bodily injury, death or property damage; (iv) breach of warranty or condition of a Product's merchantability or fitness for a particular purpose; (v) representation or misrepresentation regarding a Product's contents, attributes or performance ability, including without limitation, a failure to disclose ingredients and/or a failure to warn properly; or (vi) Vendor's performance hereunder. Vendor's indemnification includes, without limitation, incidental and consequential losses, attorneys/legal fees on a full indemnity basis, expert witness fees, penalties, fines, taxes and other exactions of any governmental body. Vendor agrees to fully cooperate with Buyer in the investigation and/or defense of any Losses, including but not limited to the providing of documents, electronic data, technical expertise, and testimony. Vendor agrees that Buyer shall have the right of setoff against any amounts due to Vendor on any purchase order and to hold payment on any purchase orders for any potential or actual Losses covered by this Agreement. When requested by Buyer, Vendor agrees to investigate any and all Losses and when appropriate, or requested by Buyer, handle promptly through its insurance company the adjustment of any Loss. Vendor agrees and covenants to provide effective legal defense to Indemnified Parties related to or arising from any Losses. Notwithstanding, Vendor agrees that at Buyer's sole option, Buyer may, at Vendor's expense, hire its own counsel to defend against and resolve all such Losses in such manner or according to such terms and conditions as Buyer reasonably deems appropriate, or Buyer may require Vendor to engage an AV rated or other reputable law firm pre-approved by Buyer, which approval shall not be unreasonably withheld, to defend or assist in the defense of the Indemnified Parties. Vendor acknowledges that any settlement must receive the prior approval of Buyer. Buyer may rely on this undertaking and indemnification with respect to any and all orders placed with Vendor, now or in the future. Vendor agrees to promptly notify Buyer in writing of any claims or lawsuits brought or threatened against Buyer or in any related to the Products.

12. Time is of the essence for Vendor's performance hereunder. All goods shall be furnished and services rendered by the time or times specified in this Purchase Order, provided that Vendor is not in breach of any provision of this Purchase Order. In the event that Vendor will be unable to provide the goods at the time(s) specified, Vendor shall immediately notify Buyer in writing of any such delay and the cause therefore. Notification does not constitute acceptance. Authorization to deliver goods other than as specified in this Purchase Order must be in writing signed by Buyer.

13. Without prejudice to its rights and remedies at law and in equity, Buyer may modify quantities, adjust ship dates, or terminate this Purchase Order effective immediately upon written notification sent by mail, facsimile or e-mail transmission for any reason. Buyer shall have no further liability hereunder except for conforming deliveries previously made.

14. If full or partial payment is made to Vendor prior to the delivery of all Merchandise hereunder, title to all Merchandise identified to the Purchase Order at the time of such payment shall pass to Buyer and Vendor shall be deemed a bailee of all goods remaining in its possession, but in no event shall the risk of loss pass to Buyer until the Merchandise is delivered to the destination specified herein and accepted. Vendor agrees to maintain insurance coverage in types and amounts satisfactory to Buyer for Merchandise that is or becomes so identified at any time to this Purchase Order. Additionally, Vendor grants to Buyer a security interest in all Merchandise that is or may become identified, which security interest shall be in addition to all other rights of Buyer under this Purchase Order.

15. This Purchase Order shall be governed by the laws of the Commonwealth of Virginia, including Uniform Commercial Code, and shall not be governed by the U.N. Convention of Contracts for the International Sale of Goods. By acceptance of this Purchase Order, Vendor consents to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Norfolk Division, or the Circuit Court for the City of Norfolk, Virginia, in

any matter related to or arising under this Purchase Order.

16. All pricing and sales information and this Purchase Order and all its Terms shall remain confidential. Vendor shall not disclose this confidential information without prior written consent of Buyer, except as may be required (i) to disclose same to its professional advisors or to comply with financial reporting requirements; (ii) by Court order, or (iii) as may be necessary to enforce representations and warranties contained herein. Vendor represents and warrants that it will not advertise or otherwise use business transactions with Buyer to promote its business or for other marketing purposes.

17. The rights and remedies set forth herein are in addition to Buyer's other rights and remedies and shall also be binding upon the successors, heirs and assigns of Vendor and Buyer. The Purchase Order shall be construed fairly as to each party regardless of which party drafted it. Should any provision of the Purchase Order be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Purchase Order will remain in full force and effect. The failure of either Buyer or Vendor to enforce strict performance by the other of any provision of the Purchase Order, or to exercise any right available under the Purchase Order, shall not be construed as a waiver of right's to enforce strict performance of that provision or any other provision in the same or any other instance.