



DAS COMPANIES, INC.

VENDOR GUIDE

APRIL 2022

April 2022

Dear DAS Suppliers and Vendor Partners,

DAS has seen significant growth in our channels of business. This growth is in large measure due to the strength of the relationship between us and our Suppliers and Vendor Partners. Our commitment to our Core Values requires us to provide high quality products and services to our customers and ultimately to the consumers they serve. To meet that commitment we need to ensure that our Partners are well prepared to support continued growth and to share in that growth. To that end, we are providing this Vendor Guide which will provide the current requirements for Suppliers and Vendors to do business with DAS. This will ensure a positive experience for our customers and our Partners, improve supply chain performance and ultimately grow the business for both of our companies.

This Vendor Guide supersedes all previous versions or parts hereof. This Vendor Guide is updated from time to time on our website www.dasinc.com and it is the responsibility of our Suppliers and Vendor Partners to check our website and ensure continued compliance with the Vendor Guide. If you have any questions about how to conduct business with DAS, please contact the Category Manager for your product.

Please ensure that the Vendor Guide is distributed to all parties within your organization who have a role in complying with these requirements. We appreciate your time and effort understanding and complying with the Vendor Guide.

Sincerely,

Tyler Scherner
Vice President, Purchasing

Les Wilson
Vice President, Global Sourcing

Alex Sahd
Director of International Sourcing, Logistics, Compliance, Data Management

DAS MISSION STATEMENT

To strive for excellence in all we do so that through our actions and examples we may be a model for others to follow.

CORE VALUES

DAS has seven core values through which the entire company is built. They are the foundation and essence of who we truly are to all we serve.

GOD HONORING — We are a stewardship company recognizing that everything we have is a gift from God. He entrusts the gift of His company to us, so that we may honor Him in all we endeavor to do.

FAMILY — Individual and corporate family go hand in hand as the building blocks of society and a company. Each must have at its core principals of trust, unity, respect, responsibility, balance and loyalty.

SERVANT LEADERSHIP — Every leader of our company bears the responsibility to nurture, grow and develop the potential growth of each and every associate they have the opportunity to lead. Associate's individual growth will be encouraged by the management team of DAS by means of training, recognition, communication, compassion and accountability.

INTEGRITY — The moral and ethical set of imprinted values of the heart can never be compromised in any decision of DAS. We must always have the courage to live them out through our corporate and personal actions.

HUMILITY — No one person is more important than another. DAS recognizes and values the importance of every associate's position, and how their contributions are an integral part of the overall success of the company.

QUALITY — We at DAS will always strive to attain the highest quality of service, products, marketing, communication and relationships.

PROFITABILITY — We have the responsibility to our associates, customers, suppliers, community and God, as managers of His company, to produce profits that enable us to reinvest for the future. This commitment helps us support and grow our associates, maximize our customer's profitability, and be an example of a stewardship company by sharing our profits with those in need around the world.

COMPANY PURPOSE

To build a profitable God-honoring business that through its actions and outreach will make a positive difference in the world which passes on from generation to generation.

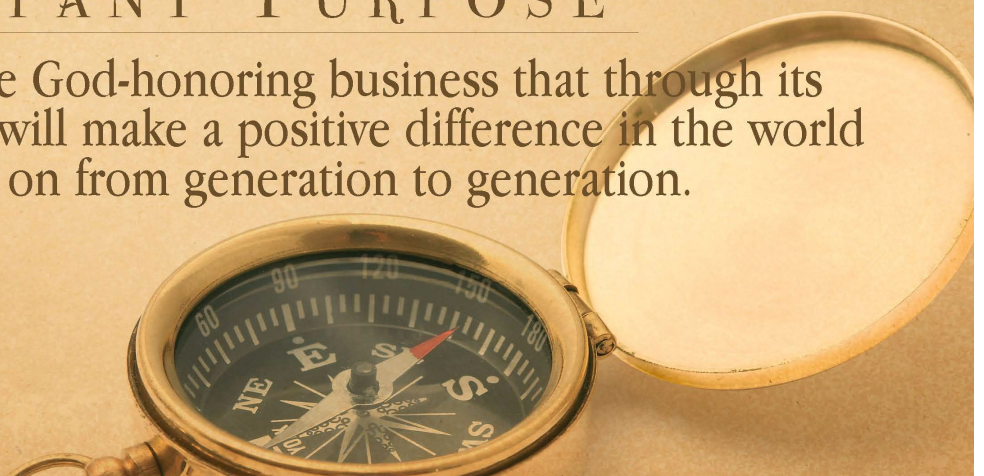


Table of Contents

DAS Mission Statement and Core Values	3
Definitions	5
Supplier/Vendor Set Up	6
New Product Information	6
Supplier/Vendor Compliance and Conduct Guide.....	8
Quality Assurance	13
Factory Inspection	16
Sample Submission, Existing Product Testing and Product Specifications	16
Product Protocol Testing	17
Product Packaging Testing	17
Inserts/Labels/Instructions/Warranty Approval	17
DAS Companies, Inc. Inbound Shipping Requirements (US Shipments).....	20
DAS Companies, Inc. Inbound Shipping Requirements (International).....	21
DAS Purchase of Product Requirements.....	24
Additional Terms and Conditions.....	26
Exhibit A: Supplier/Vendor Code of Conduct	30
Exhibit B: Certificate of Insurance Requirements.....	31
Exhibit C: Charge Back Schedule	34

Definitions

Category Manager. The DAS associate tasked with procuring, purchasing, and supporting Products in the particular category assigned to him or her. A Category Manager may have multiple categories assigned to him or her.

Convenience Store. A small retail store that is open long hours and that typically sells staple groceries, snacks, travel and convenience goods, and sometimes gasoline.

DAS Affiliated Company. An entity that owns DAS, is owned by DAS, or is under common ownership with DAS.

DAS Branded Products. Those Products that are labeled with a DAS or DAS Affiliated Company brand and custom made for DAS or a DAS Affiliated Company to our specifications and sold as DAS's or DAS Affiliated Company's own product.

DAS Generic Product. Those Products that DAS or a DAS Affiliated Company purchase for its own account and for which DAS or a DAS Affiliated Company has been the importer of record or has provided specifications or direct guidance on the DAS Generic Product.

DAS Supplier Agreement. The written agreement executed by DAS and: a manufacturer of DAS Branded Products or DAS Generic Product; or an importer of DAS Branded Products, DAS Generic Products, Vendor Products, or Generic Products.

DAS Vendor Agreement. The written agreement executed by DAS and a domestic Vendor of Vendor Products or Generic Products.

Generic Products. Those unbranded Products that are sold to DAS or a DAS Affiliated Company by Vendor and which are not DAS Branded Products, DAS Generic Products, or Vendor Branded Products.

Order of Precedence. In the event of any conflict in terms and conditions the order of precedence shall be as follows: 1) the DAS Vendor Agreement or the DAS Supplier Agreement, 2) the DAS Vendor Guide, 3) the Purchase Order, 4) the DAS Vendor Profile, and 5) any Proforma Invoice.

Other Customers. Those customers that are not either a Convenience Store or Travel Center.

Product(s). Any item or tangible good purchased by DAS or a DAS Affiliated Company for resale. Products can be DAS Branded Products, DAS Generic Products, Vendor Branded Products, or Generic Products supplied by Vendor.

Purchase Order. An order for Vendor Products placed by DAS and stating the Products, quantities, prices, and delivery information. Each Purchase Order placed by DAS with Vendor is governed by the terms and conditions of the DAS Vendor Agreement. No Product will be sold to DAS without issuance of a valid DAS Purchase Order.

Sourcing Department. The DAS Department that is responsible for all communications with overseas factories or vendors who import products to DAS.

Territory. North America defined as United States, Canada, and Mexico.

Travel Center. Those locations which provide fuel, parts and equipment, supplies, rest areas and facilities and food to truckers and other motorists.

Vendor. A manufacturer, distributor, vendor or other organization that supplies DAS Branded Products, DAS Generic Products, the Vendor's own branded Product, Product with a brand other than one of the DAS or DAS Affiliated Company or the Vendor's own brands, or Generic Products to DAS for resale. A Vendor that supplies DAS Branded Products or DAS Generic Products is sometimes referred to as a Supplier.

Vendor Products. Items offered to DAS for re-sale to its channels of retail resellers and businesses and consumers and are Vendor's own Products whether branded or unbranded.

Supplier/Vendor Set Up

Each new Supplier/Vendor must provide the following to DAS in order to be set up as a Vendor in our system and begin supplying Products to DAS. All required documentation must be returned to DAS.

- a. Signed DAS Vendor Agreement or DAS Supplier Agreement.
- b. Completed W-9 (US based) or W-8 (outside US).
- c. Completed Certificate of Insurance naming DAS Companies, Inc. as an additional insured and containing the information set out in the DAS Supplier Agreement or, if not otherwise set forth in a written agreement with DAS, in accordance with Exhibit B.
- d. Vendor/Supplier maintenance fees set forth in the DAS Vendor Agreement or DAS Supplier Agreement which may be paid via check, credit card, or credit against the first order each year.

Executing a DAS Vendor Agreement, the DAS Supplier Agreement or accepting a DAS Purchase Order unless otherwise agreed to by DAS in the DAS Vendor Agreement constitutes acceptance of these terms, conditions, and requirements set out in this DAS Vendor Guide and the Supplier/Vendor Code of Conduct set forth in Exhibit A. Vendor specifically agrees to comply with this DAS's Vendor Guide as amended by DAS from time to time. It is the responsibility of the Vendor to review the latest version of the Vendor Guide, which is available on DAS's website www.dasinc.com.

New Product Information

All Suppliers/Vendors are required to provide New Product Information in accordance with this section of the Vendor Guide and the DAS New Item Form supplied by the DAS Category Manager or the Sourcing Department. The fields in the New Item Form are required information. It is the responsibility of the Supplier/Vendor to provide all required information in New Item Form, including providing images of the Products and, where applicable, images of the displays. DAS may provide direct access to its MDM/PIM system, in its sole discretion, to allow Vendor to directly provide New Product Information.

Pricing

Pricing for Products supplied by Suppliers/Vendors will be negotiated with the appropriate DAS Category Manager or Sourcing Department and incorporated in Purchase Orders placed with the Supplier/Vendor. Unless otherwise agreed in the DAS Vendor Agreement the Supplier/Vendor will provide ninety (90) days' written notice of any price increase for products purchased by DAS.

Images and Supplemental Information

Low resolution images are generally required to be inserted in the New Item Form for Product identification purposes. High resolution images links are required as below so DAS may present Product information properly to its retailer customers. Both are required from the Vendor.

High resolution images and other attachments such as Manufacturer's Warranty, Owner's Manuals, Size Charts, Product Videos, Material Safety Data Sheet (MSDS) and/or Package Testing Reports, etc. must be provided to the DAS Category Manager or DAS Inventory Manager.

Image Specification Requirements

1. Image must be clear, detailed and must accurately represent the product.
 - a. Please do not send illustrations, renderings or any other type of image that is not an actual photograph
 - b. Please avoid images embedded with text or logos
 - c. Image Specification Requirements – See Chart

Image Size	1200px x 1200px
Print Dimensions	4" x 4" at 300 ppi
Image Type	.jpg
Logo Format	.ai

2. Vendor must supply the following images:
 - a. Front view of Product.
 - b. Back view of Product.
 - c. Side view of Product.
 - d. Front view of Product packaging.

Manufacturer's Warranty

If a new Product has a manufacturer's warranty, a copy of the warranty should be submitted at the time the product information is submitted.

Material Safety Data Sheet

If a Product contains batteries, liquids, gels or chemicals that may be considered hazardous when shipped, an MSDS (Material Safety Data Sheet) must be submitted at the time of product set up.

Compliance/Testing Data

DAS requires its Suppliers and Vendors to adhere to all required compliance and testing protocols as set out in the Compliance section below. At the time of new Product set up all required testing certificates, compliance statements, etc. must be provided to the DAS Category Manger, DAS Sourcing Department, DAS Inventory Manager or DAS Compliance Manager. Where applicable the Products will have appropriate compliance documentation included with the Product shipments. It is the responsibility of each Supplier/Vendor to understand, apply, and comply with all compliance requirements applicable for its own Products supplied to DAS and for any private label RoadPro Family of Brands Products supplied to DAS.

Supplier/Vendor Compliance

Supplier/Vendor Conduct Guide

DAS is guided by the highest ethical and legal standards. We make this commitment with the intent of obtaining and maintaining a reputation for excellence and ethical conduct in all aspects of our business, including our business relationships. We expect the same of our Suppliers and Vendors. DAS will seek to identify and use Suppliers and Vendors who share our commitment. Ethical and legal conduct is the responsibility of every DAS Supplier and Vendor. DAS reserves the right to audit Supplier and Vendor production facilities and to monitor Supplier and Vendor business practices. To the extent that a Supplier or Vendor fails to act in accordance with legal and ethical practices or demonstrates in any manner that it lacks a commitment to operating legally and ethically, DAS reserves the right to cease doing business with that Supplier or Vendor. This Supplier/Vendor Conduct Guide provides general information to assist Suppliers and Vendors in understanding DAS's expectations and their responsibilities. It is not possible to develop a comprehensive set of guidelines that address every legal and ethical issue that may confront a Supplier or Vendor and you are expected to understand your responsibilities and act in a legal, ethical and moral manner, even if the specific situation is not addressed by these guidelines. If you have any questions about the guidelines contained herein or what is expected of you as a DAS supplier, please contact the Category Manager for your product.

Antitrust

DAS competes vigorously, fairly and in compliance with all antitrust and related laws. The purpose of antitrust laws is to protect competition. All Suppliers/Vendors must be familiar with the requirements of U.S. antitrust laws so they may comply with the laws. Violation of antitrust laws may result in both criminal and civil liability. Criminal penalties can include imprisonment or fines or both and civil penalties can include triple damages and awards of costs and attorneys' fees. DAS may not discuss prices, markups, markdowns or other terms or conditions of sale, or Supplier/Vendor relationships with DAS competitors. In addition, no information regarding any future plans of DAS may be discussed with competitors and DAS will not discuss future plans of any competitor with Suppliers and Vendors. No DAS employee may make any agreement, whether directly or indirectly, with a competitor regarding price or other terms or conditions of sale or market allocation nor may a DAS employee make any agreement which restricts trade in a manner that

violates antitrust laws. Suppliers may not act as intermediaries for the transmittal of any of the above information.

Supplier Standards and Compliance with Laws

DAS maintains high ethical standards and business principles in everything we do and our expectation is that Suppliers and Vendors will maintain the same principles. Suppliers and Vendors are expected to only use manufacturers and subcontractors that provide employees with a safe and healthy workplace, do not use forced or other compulsory labor, and practice nondiscrimination principles, pay fair wages, limit work hours and do not use child labor. DAS reserves the right to audit and/or authorize a third party to audit, without any restrictions, any or all supplier facilities (including any of its manufacturers or subcontractors). Upon receipt of any unsatisfactory audit results, DAS, reserves the right to terminate its relationship with a supplier or facility, cancel a purchase order, return or revoke acceptance of affected goods and/or require that corrective action be taken. Suppliers shall be liable for all related damages incurred by DAS, including lost profits.

Conflicts of Interest/Bribery

DAS complies with and expects all Suppliers/Vendors to comply with all applicable anti-bribery laws and regulations. DAS will not do business with any Supplier/Vendor who violates the US Foreign Corrupt Practices Act, the UK Bribery Act, or similar anti-bribery laws or regulations. No Supplier/Vendor shall serve as an intermediary for DAS or any DAS employee in circumstances that could lead to a violation of any anti-bribery law or regulation. No Supplier/Vendor shall bribe or make any payment of any kind, including gifts of more than nominal value, to any DAS employee. Receipt of a bribe or unauthorized gift is a conflict of interest by the DAS employee and a violation of the employee's employment relationship with DAS. While it is not possible to develop a comprehensive set of rules covering all circumstances, the following are examples of types of activities by a Supplier/Vendor that could be considered a conflict of interest:

- Giving cash payments in exchange for a purchase commitment.
- Giving gifts to DAS employees, including samples for personal use.

DAS employees may accept certain social amenities, gifts of limited value, or infrequent meals or entertainment when they are offered. The following are examples of types of activities by a supplier that are not considered a conflict of interest:

- Gifts of promotional or advertising materials having nominal value and bearing the supplier's identification.
- Customary business amenities, such as meals and entertainment, if they are associated with a business purpose, reasonable in cost, infrequent, and the employee is accompanied by the supplier.

Confidentiality

Each of the Parties shall maintain the confidentiality of all information that is received from the other Party, including, without limitation, information relating to new products, trade secrets, business plans and

relationships, strategic marketing plans, financial matters, manufacturing methods, sources of supply, customers, and other information that is proprietary to a Party (collectively known as "Confidential Information"). Each Party shall use the Confidential Information only to fulfill its obligations under this Agreement. Neither Party shall use Confidential Information in any way detrimental to the other Party and shall not directly or indirectly disclose Confidential Information outside of its company except to its agents, affiliates and representatives ("Agents") in each case provided that such Agents are bound by obligations of confidentiality at least as protective as those set forth herein and the receiving Party remains liable for any confidentiality breach or unauthorized disclosure by its Agents. Each Party shall maintain as confidential: (i) the Confidential Information; (ii) this Agreement; and (iii) all information relating to the terms of this Agreement. Information received from the other Party shall cease to be Confidential Information when it is: (a) in the public domain other than as a result of the receiving Party or its Agents; (b) independently developed by the receiving Party or its Agents without reference to any Confidential Information of the disclosing Party (the receiving Party shall bear the burden of proving such independent development), (c) established by written evidence to have been lawfully in the possession of the receiving Party at the time of disclosure; or (d) is received by the receiving Party without a breach of the confidentiality obligations of this Agreement or any other confidentiality agreement.

In the event that the receiving Party (or any party to whom it transmits the Confidential Information whether or not in compliance with this Agreement) is requested, pursuant to subpoena or other legal process, to disclose any of the Confidential Information, the receiving Party shall provide the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party (or such other person) shall reasonably cooperate with the disclosing Party in an effort to limit the nature and scope of such required disclosure.

Environmental Laws

Suppliers/Vendors are expected to comply with all applicable laws concerning environmental protection.

Imports/Exports/Customs

Suppliers/Vendors must ensure that all products manufactured for or sold to DAS comply with all applicable laws, regulations, standards and orders of the United States or any other applicable national, state or local government, including, but not limited to, the U.S. Customs Service laws and regulations governing the importation/exportation, entry/exit and sale of imported/exported merchandise. Suppliers/Vendors must make all reasonable efforts to make sure that all commercial documents required for U.S. Customs entry/exit are true and accurate.

Intellectual Property

Unauthorized use by suppliers of copyrights, patents, trademarks, service marks, logos, designs or other intellectual property in which DAS has established rights will be vigorously prosecuted. It is your responsibility as a Supplier/Vendor to contact DAS for authorization and to obtain guidelines for proper use of DAS intellectual property.

DAS will not permit the unauthorized use of the intellectual property of other companies or individuals. As a Supplier or Vendor to DAS you are required to obtain proper licensing or other permissions to use the intellectual property of a third party. Suppliers/Vendors must comply with usage requirements communicated by owners of such intellectual property. Unauthorized use of intellectual property in which other companies or individuals have protectable rights must be avoided. If you provide Products, advertising, marketing materials or any other items to DAS and those materials contain unauthorized use of intellectual property of a third party, DAS reserves the right, in addition to any legal rights it may have, to terminate our business relationship, return any such materials or Products for a full credit with no offset, and to demand indemnification from any Supplier/Vendor for any losses suffered by DAS.

DAS and its customers are granted a limited right, during the term of any business relationship with us, to use the trademarks, service marks, corporate names, trade names, trade dress, and logos (collectively referred to herein as "Trademarks") owned by Vendor solely in connection with the promotion and sale of Vendor Products. This limited right is expressly limited to be within Vendor's brand guidelines. Any use by DAS, or its customers, of any Trademark used or otherwise owned anywhere in the world by Vendor (collectively referred to herein as the "Vendor Trademarks") which is not within the Vendor brand guidelines must first be approved in writing by Vendor. DAS and its customers shall not: (i) use any Vendor Trademark as part of or in combination with any Trademark not owned by Vendor; (ii) use any Vendor Trademark on or in connection with products not purchased from Vendor; or (iii) take any action that could damage, injure, or disparage Vendor or the Vendor Trademarks. DAS shall not use any Trademark other than the Vendor Trademarks on or in connection with the Vendor Products.

DAS acknowledges Vendor's ownership of, and the renown of, the Vendor Trademarks throughout the world and specifically in the Territory. DAS acknowledges (i) the value of the goodwill associated with the Vendor Trademarks; and (ii) that the Vendor Trademarks have acquired secondary meaning in the mind of the public. DAS shall not take any action inconsistent with Vendor's ownership of the Vendor Trademarks. DAS has not acquired and shall not acquire, whether by operation of law, or otherwise, any right, title, or interest in or to any Vendor Trademarks. Any use by DAS of the Vendor Trademarks and any goodwill or benefit arising there from shall inure to the sole and exclusive benefit of Vendor. DAS shall have no right to assign or sublicense the use of any Vendor Trademark. In the event any ownership rights relating to any Vendor Trademark become vested in DAS, DAS hereby assigns and agrees to assign any such rights to Vendor and shall execute all documents and perform all actions reasonably necessary to effectuate and record such ownership and assignment(s) free of additional consideration.

Prior to using any materials that incorporate a Vendor Trademark, such as packaging, promotional, marketing, or sales materials, DAS shall submit such materials to Vendor for written approval. In the event Vendor fails to give its written approval within 10 business days from Vendor's receipt of such materials, the materials shall be deemed to have been approved.

DAS shall promptly notify Vendor of any infringement of any intellectual property rights owned by Vendor of which it becomes aware and shall use commercially reasonable efforts to cooperate with and assist Vendor, in connection with any action Vendor may elect to undertake relating thereto. Vendor shall have the sole right, but not the obligation, to engage in, prosecute, withdraw from, or receive monetary compensation in any action relating to any such infringement.

Product Safety

Manufacturing and selling safe products not only helps DAS meet its legal obligations, but is essential to DAS meeting its core values of Integrity and Quality. We are fully committed to providing quality and value to our customers and expect our Suppliers and Vendors to share that commitment. To provide products that satisfy our requirements, DAS pays careful attention to product design, manufacture, advertising, assembly and delivery. The DAS terms and conditions of purchase contained in our agreement and purchase orders require our suppliers to warrant that all goods are made in compliance with applicable laws and we require that all manufacturers and contractors with whom DAS or its suppliers do business are in compliance with the law, including, but not limited to, the Consumer Product Safety Act (the “CPSA”). Suppliers are required to report all “substantial product hazards” as defined by the CPSA. In addition, Suppliers who are made aware of potentially reportable product hazards by any third party (e.g. customers or safety listing agencies) are required to notify DAS immediately.

Vendor certifies that when appropriate, Products bear the relevant certifications by recognized governmental or testing agencies such as CE, UL, CSA, FCC, FMCSA, FDA, USDA or equivalent certification as applicable. Vendor certifies that Products fully comply with applicable codes, standards, specifications, laws, and regulations and are suitable for resale or other distribution as contemplated by the DAS Vendor Agreement and that all Products and Product packaging fully comply with all applicable codes, standards, laws, and regulations regarding labeling requirements. Vendor shall make such documents available to DAS upon request.

Cooperation

In order to ensure we are living up to our high ethical and business principles, we need the full cooperation of our Vendors. That cooperation may consist of helping DAS investigate and uncover any potential violations of law or the obligations set forth in this DAS Vendor Guide. Vendors are expected to respond to all DAS inquiries and requests for information in an upfront, timely and honest manner.

Reporting Violations of Law or Supplier/Vendor Conduct Guidelines

For the protection of both DAS and individual Suppliers/Vendors, it is essential that each Supplier/Vendor make prompt and full disclosure of any situation that may involve a violation of law or these Supplier/Vendor Conduct Guidelines, whether or not the Supplier/Vendor is personally involved.

If you have knowledge of or suspect a violation of law or the Supplier/Vendor Conduct Guidelines, you may report the violation in either of the following ways:

- Send an e-mail message to: ebrowne@dasinc.com
- Write to: DAS Companies, Inc.
724 Lawn Road
Palmyra, PA 17078
Attention: Legal Department

Suppliers and Vendors will not be subject to retaliation for reporting, in good faith, a suspected violation of this Conduct Guide.

Code of Conduct Acknowledgement

All suppliers, vendors, manufacturers and subcontractors must comply with the DAS Code of Conduct (a copy of which is attached as Exhibit A. By signing your Supplier/Vendor agreement or by accepting a DAS purchase order, you agree that you will comply with the Code of Conduct and will require your suppliers and subcontractors to comply as well.

Quality Assurance

Basic Product and Quality Expectations

DAS expects only high quality merchandise and all Products must function as claimed, be well constructed, meet or exceed the Product specifications, and meet or exceed all government regulations. The product's packaging must also protect the product under normal shipping conditions; maintaining the integrity of the product with no damage and meeting the packaging standards and testing outlined in this manual. Please refer to the shipping and packaging section of this manual for packaging requirements.

DAS will not accept second quality goods or any product that deviates in any way from the approved photo/approval sample(s), product standards and product information supplied to DAS. No changes to the product design or materials including components of the product, packaging materials or, if a DAS private label brand, the factory(s) producing the product can be changed without notification and approval from DAS Compliance Department and/or the DAS Category Manager. Production samples will need to be submitted to DAS for any of the above changes. Product tests, inspections or factory audits may be required. When defective, incorrect or noncompliant merchandise is discovered in our receiving process or inadvertently passes through our receiving process it may be necessary to sort, rework or return the inventory. Depending on the severity of the difference or amount of sorting/rework required, an infraction and expense credit may be issued to the vendor, crediting DAS with the cost of the defective Product and the costs of managing the defective Product.

Along with regulatory compliances, all product must also meet DAS's requirements and at any time may be required to be tested or inspected by a third party and submit an additional production sample for approval. Supplier's factories and sub-contractors may at any time be audited for quality process or compliance with the DAS Conduct Guide section of this DAS Vendor Guide.

Inspection and Testing

DAS will inspect all Product upon receipt. DAS reserves the right to perform additional inspections at other handling points prior to receipt of the Product at DAS's distribution center. DAS may, at its discretion, request Product testing to determine adherence to Product government regulations and DAS requirements.

Factory Audits

DAS reserves the right to conduct quality assurance and conduct audits of the factories that are producing any DAS private label brand or participating in any direct import programs with DAS and its customers.

Product Regulations and Hazardous Materials

As a Supplier or Vendor to DAS you are responsible for complying with all US Federal and State laws and regulations. Those laws and regulations include, but are not limited to, those set out below. Regardless of whether a particular law or regulation that regulates the quality, content, or manufacture of your Product is listed below, you are responsible for understanding those regulations that relate to your Product and complying with those whether DAS has specifically identified a regulation or not. DAS may, at its discretion, require you to supply a third party test report, affidavit or other standard documentation verifying the Product(s) passed all applicable regulations. In certain cases DAS may require adherence to Canadian or Mexican law in order to provide Products to customers and you as a Supplier/Vendor must meet the applicable regulations for those countries.

FTC (Federal Trade Commission): <http://www.ftc.gov>

1. Care Labeling Rule
2. Textile Fiber Products Identification Act
3. Wool Labeling Act
4. Fur Products Labeling Act
5. Guidelines for Leather and Imitation Leather Products
6. Guidelines for the Jewelry Precious Metals and Pewter Industries
7. Appliance Labeling rule
8. Television Energy Efficiency Labeling Rule
9. Fair Packaging Labeling Act
10. Magnuson-Moss Warranty Act
11. National Stamping Act
12. Country of Origin Labeling and Identification of Manufacturer Labeling

CPSC (U.S. Consumer Product Safety Commission): <http://www.cpsc.gov>

1. Consumer Product Safety Act
2. Federal Hazardous Substances Act
3. Flammable Fabrics Act
4. Refrigerator Safety Act
5. CPSIA (Consumer Product Safety Improvement Act)

CBP (U.S. Customs and Border Protection): <https://www.cbp.gov>

1. Uyghur Forced Labor Prevention Act

FDA (U.S. Food and Drug Administration): <http://www.fda.gov>

1. Leachable Lead and Cadmium Content

EPA (Environmental Protection Agency): <http://www.epa.gov>

1. Battery Act
2. Pesticide Registration and Labeling Requirements

3. Control of Emissions from new and in use non road compression ignition engines
4. Formaldehyde Standards for Composite Wood Products Act

USDA (United States Department of Agriculture):

http://www.aphis.usda.gov/plant_health/lacey_act/index.shtml

1. The Food, Conservation, and Energy Act of 2008 amended the Lacey Act

NHTSA (National Highway Traffic Safety Administration): <http://www.nhtsa.dot.gov/>

1. Child Restraint System

FCC (Federal Communications Commission): <http://www.fcc.gov/>

1. Radio Frequency Equipment Authorization

California Environmental Protection Agency (Air resources Board):

<http://www.arb.ca.gov/homepage.htm>

1. Hazardous Ozone-Generating “Air Purifiers”
2. Reduce Formaldehyde Emissions from Composite Wood

California Bureau of Home Furnishings and Thermal Insulation: <http://www.bearhfti.ca.gov/>

1. Flame Retardence of Upholstered Furniture
2. Flammability of Mattresses

California Office of Environmental Health Hazard Assessment: <http://oehha.ca.gov/>

1. Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)

California Energy Commission: <http://www.energy.ca.gov/appliances/index.html>

1. Appliance Efficiency Regulation California Toxic Substances Control:

http://www.dtsc.ca.gov/RoHS_Lighting.cfm#General_purpose_lights

1. The RoHS Directive

Illinois General Assembly: <http://www.ilga.gov/>

1. Illinois Lead Poisoning Prevention Act

All State product filling material “Law Label” regulations

http://abflo.info/usa_labels/bedding_furniture.htm

DOT (Federal Department of Transportation): <http://www.dot.gov/>

Minnesota HF No. 3339 Lead and Cadmium Children’s Jewelry:

<http://wdoc.house.leg.state.mn.us/leg/LS86/HF3339.0.pdf>

Connecticut HB No. 5314 An Act Banning Cadmium in children’s Jewelry:

http://www.cga.ct.gov/asp/cgabillstatus/cgabillstatus.asp?selBillType=Public+Act&bill_num=113&which_year=2010&SUBMIT1.x=7&SUBMIT1.y=7

Pennsylvania Act No. 372 of 1961, Stuffed Toy Manufacturing Act

<https://www.dli.pa.gov/Individuals/Labor-Management-Relations/bois/Pages/Stuffed-Toys.aspx>

Toxics in Packaging Clearinghouse Rule (Multiple State Regulations):

http://www.toxicsinpackaging.org/model_legislation.htm

1. Regulations Limiting the Toxicity of Packaging

Hazardous Materials regulations require certain articles and substances must comply with special labeling, handling and documentation requirements or may have other types of shipping restrictions. Products that contain liquids, paste or gel may be considered hazardous for shipping. In order to identify these products prior to shipping, please send a material safety data sheet (MSDS form) with the New Product Information.

DAS RoadPro Family of Brands Private Label Requirements

The following steps outline the requirements for DAS private brand products. All steps listed below must be completed in order for a product to be a DAS private brand. All of the basic product and factory expectations found in the Quality Assurance section of this Vendor Guide must be met. In addition, all steps must be completed prior to shipping product to DAS. No purchase order will be issued until all steps are completed with passing test reports.

Factory Inspection

DAS will, at its sole discretion, perform factory quality assurance and inspections either itself or through a third party. The inspection program will assess Supplier factory documentation relating to quality control systems, production records, approved written procedures, and training for quality control personnel. The program may include on-site factory visits, including factory floor visits and reviews. Factory inspections may also include a social accountability audit to determine the status of management practices and the physical work environment, focusing on whether workers are treated fairly, the environment is safe and healthy and practices are compliant with local law and the requirements of the Code of Conduct.

Factory Inspection Overview

1. DAS prepared questionnaires
2. Opening Meeting
3. Factory floor/office observation
4. Employee interviews
5. Document/Record Review
6. Closing Meeting

DAS will contact the Supplier upon completion of the factory inspection and provide a copy of the audit report. The report will include a summary indicating if the findings were sufficient or if a corrective action plan is required. If a corrective action plan is required, the Supplier will need to submit the plan to the Compliance Department within the specified timeline. DAS must be notified of any factory or subcontractor changes prior to making a change. Any factory or subcontractor changes will need to be approved by DAS and DAS reserves the right to conduct a new factory inspection.

Sample Submission, Existing Product Testing and Product Specifications

A production sample and product manufacturing specifications must be submitted to the Category Manager for review and approval prior to a purchase order being issued. The product sample must represent what is being purchased (same specifications including material type, construction, dimensions, color, etc.). Please also include the UL list number for any electrical products and the factory name and address where the product will be manufactured. Any existing test reports that are applicable to the product being sold to DAS should be sent for review by Compliance.

Product Protocol Testing

Additional production samples may be required by DAS to be submitted to a DAS approved 3rd party testing lab for protocol testing. Please contact your Category Manager or the Sourcing Department to obtain current approved testing lab contact information. All parts and each color must be tested to the product performance protocol. In some cases grouping of components can be done to control the amount of testing being performed which will reduce testing costs. Please contact the Sourcing Department or the DAS Category Manager to discuss how the testing should be performed.

Estimated testing costs: Please contact the DAS approved lab directly for specific testing costs. Prices may vary depending on the product.

In some cases UL reports and/or vendor supplied testing reports from a separate globally recognized CPSC certified lab may be used in lieu of testing with the DAS appointed lab. In the case of UL, DAS needs to receive the full UL report. All reports need to be reviewed to assure they meet all DAS required safety and performance testing requirements before approval. The report should be within one year of shipment and for identical product or substantially similar product.

Product Packaging Testing

When requested by the Category Manager, a sample must be submitted to the DAS approved lab for protocol packaging testing. Testing is required to verify the packaging design meets DAS requirements. Please refer to the packaging section of this manual for any specific requirements.

Inserts/Labels/Instructions/Warranty Approval

Logos/Labels/General Instructions/Inserts and Warranties should be submitted to the appropriate Category Manager for approval prior to production.

All testing is at the Supplier's expense.

All Initial factory audits and Inspections are paid for by DAS and subsequent audits or inspections due to a failure are at the vendor's expense.

If the factory goes into production prior to passing all testing requirements and confirming Compliance approval from DAS, the factory risks manufacturing a product that DAS may not accept. Failure to conform to DAS requirements may result in the cancellation of the purchase order.

CPSIA Certification Process

The Consumer Products Safety Improvement Act (CPSIA) requires that Manufacturers and Importers certify that consumer products are compliant with all applicable standards, bans and rules enforced by the CPSC (Consumer Products Safety Commission).

Regulations enforced by the CPSC requiring certification include but are not limited to the Consumer Products Safety Act (CPSA), The Consumer Products Safety Improvement Act (CPSIA), the Federal Hazardous Substances Act (FHSA), and the Flammable Fabrics Act (FFA). To find out more information about these and other regulations and how they may apply to your product please visit the CPSC website at <http://www.cpsc.gov/>.

The process outlined below should be used for all DAS international purchase orders.

1. As part of the Product set up, Suppliers/Vendors will need to indicate if the Product is regulated by the CPSC and if certification is required.
2. If the Product is regulated by the CPSC and requires certification; the Product will need to be tested in a way that conforms to all the guidelines set forth in the CPSC laws and regulations and DAS guidelines.
 - a. DAS requires that all certification testing be done on an annual basis for those items without clear testing guidelines as set forth by the CPSC.
 - b. DAS requires that all certification testing be done at a CPSC accredited lab.
 - c. Testing done for certification must be complete as to the whole regulation(s) without exception.
 - d. Test reports submitted to DAS for certification must be for the complete Product including all parts and make reference to the model number of the Product that DAS is importing.
 - e. Test reports must be in an electronic PDF format from the lab. DAS, Inc. will not accept scanned copies, faxed copies or other images as valid test reports.
3. Two weeks prior to the booking of the shipment the vendors must complete a General Certificate of Conformity (GCC) worksheet or Children's Product Certificate (CPC) worksheet.
 - a. The GCC or CPC worksheet must be completed in full and the applicable testing results submitted to the Compliance Department.
 - b. A separate GCC or CPC worksheet and test report needs to be submitted for each product SKU on the purchase order that requires certification.
 - c. A new GCC or CPC worksheet will need to be submitted for every purchase order that DAS imports.
 - d. DAS will review all GCC or CPC worksheets and test reports to assess completeness and accuracy of the information.

It is the responsibility of the vendor to know all of the Federal and State regulations that apply to the products they are selling.

Failure to comply with this process can result in a delayed payment and/or delayed shipment of the product and may also result in cancellation of the purchase order.

Product Specific Requirements

DAS purchases only the highest quality of products for its customers and requires that all merchandise is first quality in workmanship and functionality. Therefore, Compliance has provided the testing methods and requirements in order for our vendors to meet DAS's standards and to consistently produce a quality product.

Requirements common to All Product Categories

1. All merchandise must be durable and first quality, both cosmetically and functionally
2. All finished surfaces of wood, metal, ceramic, resin, plastic, ceramic, etc. should be free of cosmetic defects and consistent in color between pieces
3. Product packaging must meet all packing/marketing requirements as outlined in the packaging and carton marking requirements sections in this manual
4. Retail price information (DAS will set its own pricing), extended warranty or service plans, and literature containing offensive materials is not acceptable
5. Written warranties should include current/accurate contact information and direct customers to the manufacturer or service center for repair or replacement
6. Copies of all written warranties and product manuals must be submitted when submitting new products
7. All products that require assembly should:
 - a. include all parts and hardware required to complete assembly
 - b. have hardware in separate easy to identify packaging that will not be lost or damage product during shipment
 - c. include predrilled holes where applicable for assembly
 - d. be complete and have legible instructions that include:
 - i. A parts list that identifies all parts and hardware
 - ii. Easy to follow step by step instruction from beginning to end
 - iii. Pictures and/or diagrams of the assembly steps
8. All product should be compliant with U.S. Customs Service's country of origin marking requirements 19 CFR 134.11
9. If a product is labeled "made in the USA" or equivalent, that product should meet all FTC requirements for doing so
10. All products should pass lead content in surface coating requirements 16 CFR 1303
11. Product should be compliant with all parts of CA. Proposition 65
12. DAS will not accept an AC powered item without an electrical certification mark i.e. UL (Underwriters Laboratory)
13. For a list of other electrical certification marks that are required or DAS will accept, please contact Compliance or your DAS Category Manager
14. All products sold to DAS must comply with all Federal and State laws and regulations

DAS Companies, Inc. Inbound Shipping Requirements (US)

Packing/Container/Labeling Requirements unless otherwise specified by DAS

- All items must be packed on standard 40" x 48" pallets.
 - Pallets must be standard wood pallets.
 - No metal pallets
 - No plastic pallets
 - Exceptions: Lucas Oil Products may be shipped on solid wood pallets
- Cartons/items should be stacked no higher than five feet high.
- Labelling
 - Each item must be marked with the vendor item number and a proper vendor UPC.
 - Each product case must be labeled with the DAS Item number, the Purchase Order number and the quantity in the box.
 - In addition, each product case label must contain the vendor item number for the items in the case, item name or description, and the quantity contained in the case. Preferably the item name will be on the case label, but at a minimum it must contain vendor item number and quantity.
- Whenever possible, ship products so that cases are uniform and contain only one item in the appropriate case quantity. DAS prefers that mixed cases or partial cases not be sent. If, however, it is not possible to fill the purchase order without using mixed or partial cases, the labels on the case must clearly state "Mixed Case" or "Partial Case" and contain the vendor item number and quantity of each item in each mixed or partial case.

Full containers are not required to be palletized.

Documentation Requirements

- Carrier bill of lading is required.
- The carrier bill of lading must specify a case/carton count.
- Each shipment must contain a packing list. The packing list should reference the associated purchase order by purchase order number. It is optional to include the purchase order with the shipping documentation, but at a minimum the purchase order number and information must be noted on the packing list.
- Packing list must contain the vendor item number and the total quantity of each item shipped. Piece count is preferred on the packing list. If, however, a case count is used, the packing list must specify the quantity per case for each vendor item number in the case.
- If the shipping documents are available online, please provide notice to the DAS Category Manager so he/she can make the shipping documents available to the receiving administrator in advance of shipment receipt.

Notice Requirements

- The Supplier/Vendor must call and schedule the shipment and arrange with Supplier/Vendor's carrier to meet the appointment date.
- DAS requires notice of shipment to be provided to the Category Manager on the day the items are shipped.
- DAS receives by appointment only. Make certain that the carrier has been notified to make a

receiving appointment. The Vendor should notify DAS and make its delivery appointment at least 48 hours in advance.

- If the Vendor/Supplier fails to make an appointment, fails to schedule its carrier to meet the appointment or delays the shipment, the Supplier/Vendor may receive a penalty in the form of a credit and/or the shipment will be delayed in receipt.
- Note that it is the Supplier/Vendor's responsibility to make sure that its carrier has an appointment and meets the appointment. If no appointment is made for receiving or the appointment is not kept through the fault of the Supplier/Vendor, DAS will apply a further penalty in the form of a credit against the Supplier/Vendor if it learns that the Supplier/Vendor passed on the original credit to the carrier. Supplier/Vendor may pass on and apply the credit to the carrier only when the failure to make or keep an appointment is due to solely to the carrier's error.

Damage/Incomplete/Overage Shipments

- DAS expects that each shipment will contain undamaged Products and will include only the quantities ordered.
- Unless otherwise agreed to in the Purchase Order or other agreement, the Supplier/Vendor is responsible for and takes all risk of damage or loss until the Products are received into a DAS distribution center or at DAS's consignee location.
- If Product is damaged or the shipment contains less than or more than the quantity ordered, DAS may at its sole discretion invoke any or all of the following remedies.
 - In all cases, refuse delivery of the entire shipment and return the goods to the Supplier/Vendor for full credit.
 - For damaged Product, accept the undamaged Product and return the damaged Product for full credit.
 - For undershipments, accept the partial shipment and demand the Supplier/Vendor ship the balance at its expense in the most expeditious manner.
 - For overshipments, accept the overage and pay for the additional Products.
 - For overshipments, accept only the Product ordered and return the balance at Supplier/Vendor's expense.
 - In all cases, levy a penalty in the form of its actual costs for correcting the errors and credit the amount of the penalty against the invoice.

DAS Companies, Inc. Inbound Shipping Requirements (International)

DAS International Procedures

- Onset of new vendors requires a complete DAS vendor profile form provided by DAS purchasing.
- DAS Purchase Orders or PO's are entered into DAS ERP and a copy emailed to the vendor and DAS logistics simultaneously.
- PO's are plotted on the DAS Daily Logistics Sheet (Shipment Planning).

- Overnight a Proforma invoice is expected from the vendor to DAS purchasing in acknowledgement of the PO's and the expected ship date.
- Logistics will send the Pro-forma invoice to the assigned freight forwarder to update the expected ship date(s) on the Daily Logistics Sheet.
- 2 weeks before the factories ship date or cargo ready date the vendor must report firm cargodetails to the freight forwarder and DAS Logistics. These details include:
 - DAS purchase order number(s)-PO
 - Cubic Meters
 - Kilograms
 - Carton Count
 - Firm Cargo Ready Date
- Assigned Freight Forwarder continually updates key information not limited to but including factory updates on their cargo ready date, cubic meters, kilograms and carton count onto the Daily Logistics Sheet
- DAS Logistics reviews the Daily Sheet and arranges cargo by region, cargo ready date, volume (cbm), weight (kgs) and urgency of order and instructs freight forwarders on shipping arrangements.
- Freight Forwarder replies to DAS instructions overnight through the Daily Sheet and provides multiple vessel options to DAS Logistics for each arranged shipment.
- DAS Logistics provides chosen vessel option to the freight forwarder with additional instructions if any.
- When the time is appropriate the freight forwarder will send the booking information with shipping instructions to the DAS vendor. This will outline instructions on what, where, when for the vendor to deliver cargo.
- Vendor must send DAS Logistics and the assigned freight forwarder the DAS 10 + 2 form (template provided by DAS Logistics). A 10 + 2 is the same as an Importer Security Filing or ISF and is a required filing with specific timelines. The DAS 10 + 2 form must be submitted by the vendor no later than 72 business hours or 3 business days prior to Advanced Manifest System(noted on shipping instructions from the freight forwarder) or AMS cut-off date for the chosen vessel. AMS is a required filing sent to the destination country's customs agency before cargo ispermitted to load on board and set sail.
- DAS Logistics files the ISF for each container with our customs broker on or before the AMS cut-off date.
- Upon cargo delivery for shipment the vendor must provide the assigned DAS freight forwarder (with DAS logistics in copy) with a copy of:
 - Commercial invoice (CI)
 - Packing list (PL)
 - Certificate of origin (COO) of requested or required
 - And any other government docs that may be needed such as examples below:
 - Lacey Act Form
 - Federal Communications Commission (FCC)
 - CPSIA testing
 - FDA testing
 - Veterinary Certificate
 - MSDS Sheets
 - Battery Testing Documents

- The DAS freight forwarder will combine all related shipping documents and no more than three (3) days after sail date provide them to DAS in the form of a Pre-alert.
- The receipt of the Pre-Alert starts the process of both shipment processing and payment processing depending on agreed to payment terms.
- Upon shipment the forwarder will release the bill of lading to the vendor
 - For terms of TT upon shipment-upon receipt of payment the vendor must release the 3 original sets of shipping docs to the freight forwarder or release the bill of lading via telex release confirming the full release with a stamped copy emailed to DAS logistics and the freight forwarder.
 - For Letters of Credit, upon shipment the vendor should present documents to the bank to draw on the LC, this generates dispersal of shipping documents in a timely manner to ensure on time freight releases.
 - For terms upon arrival or receipt of goods, the bill of lading must be released upon shipment by either means listed above.
 - DO NOT send originals to DAS Logistics.

Definitions for International Shipments

- ❖ Freight on Board or Free on Board also referred to as FOB defines the point at which liabilities are transferred from shipper to consignee.
 1. The factory is responsible for all origin fees from their factory door up to the port or container yard at the port.
 2. Fees includes but are not limited to any warehouse fees for consolidation should DAS plan to consolidate cargo with multiple other orders.
 3. Unless otherwise specified in the DAS Vendor Agreement or the DAS Supplier Agreement, DAS Standard terms for international shipments are FOB Destination.
- ❖ Full Container Loads referred to as FCL: DAS Logistics will fill the largest containers we can with as much cargo as we can to maximize efficiencies. Full containers under factory definitions are often smaller container sizes. Care should be taken when agree to only FCL terms. If a factory's order will fill a 40' container and ships out of a DAS volume port then DAS Logistics will most likely add cargo to it to fill the largest container which is a 45' and can contain an additional 20 cubic meters of freight. Options on this if the factory will ONLY agree to FCL loads.
 1. Nothing less than a 20'
 2. DAS will urge the freight forwarder to absorb the balance of the costs between FCL and LCL. If they cannot do this then option 3 below but at cost when possible
 3. If we consolidate to a larger container then DAS will instruct the freight forwarding agent to charge the factory at FCL rates and add the balance to DAS' invoice for the shipment.

FCL is preferred by factories with volume orders as origin fees are much lower than LCL fees. FCL cargo moves directly from the factory to the port or container yard, by passing any need for a consolidation warehouse and all related fees for handling and consolidation.

- ❖ Less than Full Container Load referred to as an LCL:
 1. Any cargo volume less than a 20' volume should be considered an LCL by anyone including the factory.
 2. Under LCL terms and our standard FOB Port terms the factory is responsible for all origin costs up to the point of the container delivering to the container yard or port.
 3. These fees include but are not limited to delivery to the freight forwarders consolidation warehouse, all warehouse fees and a portion of the trucking fee from the consolidation warehouse to the port.

DAS Purchase of Product

Purchase Orders

Purchase of Vendor Products under the DAS Vendor Agreement or the DAS Supplier Agreement shall be made by delivery to Vendor of DAS's written Purchase Orders specifying in reasonable detail the types and quantities of Vendor Products being ordered and setting forth the delivery date or dates. The individual contracts for the sale of Products formed by any such accepted Purchase Orders shall automatically incorporate the terms and conditions of the DAS Vendor Agreement or the DAS Supplier Agreement, and this DAS Vendor Guide. Notwithstanding anything to the contrary provided herein, Vendor and DAS may, by written agreement, modify the terms and conditions of this DAS Vendor Guide.

At all times, DAS shall be free to set its own resale prices for Vendor Products.

Acceptance of Purchase Orders

Vendor shall notify DAS of its acceptance or rejection of a Purchase Order in writing (writing to specifically include acknowledgment by email or other electronic communication) within three (3) business days of the date of the Purchase Order. Notice of acceptance shall include confirmation of requested quantities, dates and prices, consistent with the terms of the DAS Vendor Agreement or the DAS Supplier Agreement. In the event that Vendor does not accept or reject a Purchase Order within three (3) business days, it shall be deemed accepted. Vendor shall use commercially reasonable efforts to accommodate any changes to previously accepted Purchase Orders.

Payment

Upon delivery of Vendor Products, Vendor may submit to DAS Vendor's written invoice for those Products, which shall automatically incorporate, to the extent applicable, the terms and conditions of the DAS Vendor Agreement or the DAS Supplier Agreement. Unless otherwise agreed to with DAS, DAS shall pay each proper invoice within sixty (60) days from the later of the date of receipt of Products at DAS's designated distribution center or the date the invoice is received by DAS. Payment shall be made by check in U.S. Dollars and sent to Vendor pursuant to written instructions provided by Vendor to DAS.

Cancellation or Modification of Purchase Orders unless otherwise specified in the DAS Supplier Agreement

Up to two (2) business days prior to shipment of Products, DAS may modify or reschedule a Purchase Order. Up to seven (7) business days prior to shipment of Products, DAS may cancel a Purchase Order. All cancellations or modifications of Purchase Orders by DAS shall be in writing and writing shall be deemed to include email and other electronic communication methods that leave a record.

Unless otherwise set forth in a separate written agreement between the parties, prices and minimum order quantities shall be confirmed by Vendor to DAS upon receipt of each Purchase Order from DAS and are subject to change at any time by Vendor until each Purchase Order is accepted. Prices and minimum order quantities shall be determined separately for each Purchase Order. Vendor shall provide DAS sixty (60) days' written notice of any price or minimum quantity order change.

Price Reductions

Vendor reserves the right, in its sole discretion, to reduce the prices applicable to the Vendor Products. Vendor is requested to give notice to DAS of any price reduction as early as reasonably possible before such reduction takes effect. Notwithstanding the foregoing, any Vendor Products ordered by DAS or existing in DAS's inventory shall receive the benefit of the new reduced price and Vendor shall issue DAS a credit for the full amount of any Vendor price reduction on all Products on order, in transit and in its inventory on the effective date of such price reduction.

Title to the Vendor Products

Title to and risk of loss of the Vendor Products purchased hereunder shall pass to the DAS upon receipt of the Products at DAS's distribution center(s) in the United States of America as designated in the Purchase Order or such other shipping points as agreed between the Parties from time to time.

Returns.

All returns shall be handled as set forth in the DAS Vendor Agreement or the DAS Supplier Agreement.

General Returns if no DFI is set forth in the Vendor Agreement

If no Deduction from Invoice ("DFI") is set forth in the Vendor Agreement, then within one hundred and twenty (120) days from the later of the date of invoice or receipt of the Products at DAS's designated distribution center, DAS may return up to one hundred percent (100%) of the amount of Vendor Product in its inventory that was originally purchased by DAS. DAS shall initially pay freight expenses associated with returning Vendor Products to Vendor and then may seek reimbursement from Vendor. In addition to DAS's rights set forth in the DAS Vendor Agreement, Vendor shall issue a credit for all returned Product and, in the event of termination of the DAS Vendor Agreement for any reason, DAS may deduct from any remaining payments owed to Vendor any unused credits. To the extent that unused credits exceed any payments owed to Vendor, Vendor shall issue a check to DAS for the balance of unused credits.

Stock Rebalance

Unless otherwise set forth in the Vendor Agreement, twice each calendar year, DAS may return Vendor Products purchased within the previous six (6) months in exchange for one-for-one dollar purchase of same category product.

Defective Product.

DAS is to report defective products to Vendor. If no Deduction from Invoice ("DFI") is set forth in the Vendor Agreement, then Vendor will, upon request from DAS, issue a credit for any reported defective Product that DAS has

elected to destroy in field, or is returned to Vendor. Upon termination or expiration of the DAS Vendor Agreement for any reason, DAS may deduct from any remaining payments owed to Vendor any unused credits. To the extent that unused credits exceed any payments owed to Vendor, Vendor shall issue a check to DAS for the balance of unused credits.

DAS Companies, Inc. – Charge Back Schedule

Vendors are expected to fulfill Purchase Order requirements in their entirety unless otherwise agreed in writing. If not otherwise specified in the DAS Vendor Agreement or the DAS Supplier Agreement, and in the event that Vendor fails to meet either the purchase order requirements or the requirements of this DAS Vendor Guide, the Charge Back Schedule set forth in Exhibit C will apply. All Charge Back charges will be deducted as a credit against the subsequent invoice(s) received from Vendor.

Additional Terms and Conditions

Shipment.

Unless otherwise agreed in writing all shipments of Vendor Products under the DAS Vendor Agreement shall be made DDP (Delivered Duty Paid – Incoterms 2010) DAS's designated distribution center or such other shipping points as agreed between the Parties from time to time ("Shipping Point"), and Vendor shall pay all shipping costs, and shall also take full responsibility for the goods until after collection by DAS at DAS's designated distribution center. After receipt by DAS at the designated DAS distribution center, DAS shall be solely responsible for all and any loss or damage to or deterioration in any Vendor Products which the DAS has ordered from Vendor.

In addition, all shipments of Vendor Products under the DAS Vendor Agreement shall be made in Vendor's standard shipping packages, which packaging shall be suitable to permit shipment of the Vendor Products to and distribution within the Territory without damage or violation of applicable laws or regulations; provided, however, that a) packaging and labeling shall meet the minimum requirements, if any, set forth in this DAS Vendor Guide and b) if DAS requests a modification of those packaging procedures, Vendor shall consider the requested modification and if accepted, DAS shall bear any reasonable expenses incurred by Vendor in complying with such modified procedures which are in excess of the expenses which Vendor would have incurred in following its standard procedures.

Vendor shall ship quantities and type of Product in accordance with the requirements of the Purchase Orders. Vendor shall not substitute other Products for the Products ordered.

Indemnification

The indemnifications set forth above in the DAS Vendor Agreement and in the DAS Supplier Agreement shall include, without limitation thereto, reasonable attorneys' fees and other costs of defense incurred by the Indemnified Party. The Indemnified Party shall promptly provide the other Party with written notice upon its receipt or acknowledgement of such claim. As the indemnifying Party, Vendor at its sole expense, shall defend all such claims and actions against the Indemnified Parties, whether brought informally or through court or administrative procedures. Vendor shall be given sole control of the litigation or proceeding and the Indemnified Parties shall provide cooperation as reasonably requested by Vendor. DAS will not admit or settle such litigation or proceeding without Vendor as the indemnifying Party's prior written consent, except in the case Vendor breaches its obligations to indemnify, defend and hold DAS harmless in accordance with the terms of the DAS Vendor Agreement or the DAS Supplier Agreement.

Repurchase upon Termination of the DAS Vendor Agreement

- a. In the event that the DAS Vendor Agreement expires, is terminated without cause by Vendor or terminated by DAS based on a breach of the DAS Vendor Agreement by Vendor, then Vendor shall, at DAS's request, repurchase DAS's inventory of Vendor Products. The repurchase price shall be the invoiced price paid by DAS for the Products pursuant to the last purchase order DAS placed for the Products. DAS's inventory of Vendor Products shall be saleable and in the original packages and unaltered from their original form and design. For purposes of clarity, Vendor shall not be required to repurchase Products which are not saleable and in the original packages and unaltered from their original form and design. Repurchased inventory shall be shipped by DAS at Vendor's expense, according to Vendor's instructions. Vendor shall pay DAS for such repurchased Products within forty-five (45) days after Vendor receives such Products in one of its facilities. Notwithstanding the foregoing, Vendor shall only be required to repurchase DAS's inventory as set forth in this paragraph in the event that DAS's request is received by Vendor within fifteen (15) days of the date of termination of the DAS Vendor Agreement.
- b. In the event that the DAS Vendor Agreement is terminated without cause by DAS, or is terminated by Vendor based on a breach of the DAS Vendor Agreement by DAS, then Vendor shall have the option to repurchase DAS's inventory of Vendor Product, which option must be exercised within thirty (30) business days after such termination or expiration. If Vendor exercises such option, Vendor may repurchase DAS's entire inventory or a portion thereof, less any inventory required to fulfill DAS's customer purchase orders existing on the date that notice is received. Repurchased inventory shall be shipped by DAS at Vendor's expense, according to Vendor's instructions. Vendor shall pay DAS for such repurchased Products within forty-five (45) days after Vendor receives such Products in one of its facilities.

Appointment as Distributor

DAS shall be entitled, during the term of the DAS Vendor Agreement and any extension thereof, to advertise and hold itself out as an authorized distributor for the approved Vendor Products. Nothing contained in the DAS Vendor Agreement, the DAS Supplier Agreement or this DAS Vendor Guide shall be deemed to create any partnership or joint venture relationship between the Parties.

Assignment

The Parties may not assign or transfer the DAS Vendor Agreement, the DAS Supplier Agreement or any of its rights and obligations without the prior written consent of the other Party, which shall not be unreasonably withheld.

Successors and Assigns

The terms and provisions of the DAS Vendor Agreement and the DAS Supplier Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of the Parties.

Modification and Waiver

The DAS Vendor Agreement, the DAS Supplier Agreement and the DAS Vendor Guide may not be altered, amended or modified in any way except by a writing signed by both Parties. The failure of a Party to enforce any provision of the DAS Vendor Agreement, the DAS Supplier Agreement or the DAS Vendor Guide shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

Notice

Where either Party is required by a provision of the DAS Vendor Agreement, the DAS Supplier Agreement, the DAS Vendor Guide or finds it necessary to provide notice to the other Party, such notice shall be in writing and shall be either hand delivered or mailed/delivered by a traceable delivery means such as certified mail or an overnight courier service to the address set forth in the DAS Vendor Agreement or the DAS Supplier Agreement .

In the case of DAS Companies, Inc. such notice shall be addressed to the Category Manager for the Vendor, with copies to Anthony Scicchitano, General Counsel, and legalnotices@dasinc.com.

Independent Contractor

The DAS Vendor Agreement and the DAS Supplier Agreement shall not create an employer/employee relationship, partnership, joint venture, agency or similar relationship between Vendor and DAS and each Party shall be an independent contractor as relates to the other Party. Neither Party has the authority to, and neither shall, impose or create any obligation or responsibility, express or implied, or make any promises, representations or warranties on behalf of the other Party, other than as expressly provided in the written Agreements.

Equitable Relief

Each Party further understands and agrees that (i) money damages would not be a sufficient remedy for any breach of confidentiality obligations contained in the DAS Vendor Agreement or the DAS Supplier Agreement and (ii) the non-breaching Party would be irreparably harmed in the event of breach of such confidentiality obligations and, accordingly, that the non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Each Party further agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for the breach of confidentiality obligations of the DAS Vendor Agreement and the DAS Supplier Agreement but shall be in addition to all of the remedies at law or in equity to the non-breaching Party.

Force Majeure

Neither of the Parties to the DAS Vendor Agreement or the DAS Supplier Agreement shall be responsible to the other Party for any delay in performance or non-performance due to any causes beyond the reasonable control of the Parties hereto, including but not limited to acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Supplier or its suppliers, provided that the affected Party shall promptly upon the occurrence of any such cause so inform the other Party in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such Parties shall take all action within its power to comply with the terms of the DAS Vendor Agreement and the DAS Supplier Agreement as fully and promptly as possible.

Counterparts and Electronic Signature

The DAS Vendor Agreement and the DAS Supplier Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

In accordance with the federal Electronic Signatures in Global National Commerce Act, 15 U.S.C. Section 7001 et seq. ("ESIGN") and the Pennsylvania Electronic Transactions Act, the Parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each signatory agrees that he or she has been authorized and has the authority to enter into the DAS Vendor Agreement with an electronic signature on behalf of the applicable Party and, if elected by the Parties, intends to sign the DAS Vendor Agreement by applying his or her electronic signature as indicated.

Entire Agreement, Amendment and Severability

The DAS Vendor Agreement or the DAS Supplier Agreement, this DAS Vendor Guide, the DAS Vendor Profile, and the Purchase Order constitute the entire understanding between Vendor and DAS concerning the subject matter hereof, and supersedes all prior negotiations, agreements, commitments and writings of and between the Parties. Modification, amendment, rescission, waiver or other change of or in any provision of the DAS Vendor Agreement or the DAS Vendor Guide shall be only in a writing executed by both Parties. If any provision of the DAS Vendor Agreement or the DAS Vendor Guide is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The DAS Vendor Agreement, the DAS Supplier Agreement and the DAS Vendor Guide are in the English language only, which language is controlling in all respects.

Conflicts

In the event of any conflict between the terms of the DAS Vendor Agreement or the DAS Supplier Agreement and the terms and conditions of any subsequent agreement or trading terms and conditions binding on the Parties, the terms and conditions of the DAS Vendor Agreement or the DAS Supplier Agreement shall prevail unless the subsequent agreement specifically provides otherwise by referencing the DAS Vendor Agreement or the DAS Supplier Agreement.

Survival.

The provisions contained in Sections 1.0, 4.1, 4.2, 4.3, 5.0, 6.4, 6.5, and 7.0 of the DAS Vendor Agreement shall survive the termination of the DAS Vendor Agreement.

The provisions contained in Sections 9.0, 10.0, 12.0, 13.0, and 14.0, and in Subsections 1.3, 2.2, 2.3, 2.8, 16.2, 16.5, 16.6, 16.8, 16.9, and 16.13 of the DAS Supplier Agreement shall survive the termination of the DAS Supplier Agreement.

Exhibit A
Supplier/Vendor Code of Conduct

DAS Companies, Inc. (DAS), and its affiliated companies, conducts its business in an ethical manner and expects all Suppliers and Vendors to also act ethically. DAS expects that its Suppliers and Vendors will in turn require their subcontractors and suppliers to demonstrate a commitment to ethical business practice. To that end we expect that you (the “Company”) will manage its business and relationship with DAS in an ethical manner and in accordance with this code of conduct.

1. The Company certifies that it complies and will at all times comply with all laws and regulations applicable to its business with DAS and to the products it produces.
2. The Company certifies that it complies and will at all times comply with all anti-bribery legislation and the anti-bribery requirements of DAS and that it will avoid any conflict of interest in its business dealings with DAS
3. The Company certifies that it complies and will at all times comply with its obligations to compete fairly and ethically.
4. The Company certifies that it complies and will at all times comply with its obligations to protect the confidential information of DAS and of third parties.
5. The Company certifies that it will, and will ensure the commitment of its subcontractors and suppliers, to providing a safe and healthy workplace.
6. The Company certifies that it will, and will ensure the commitment of its subcontractors and suppliers to, avoid forced or compulsory labor or child labor in the production and manufacture of its products or products it produces for DAS.
7. The Company certifies that it will, and will ensure the commitment of its subcontractors and suppliers to, not harass or abuse its employees.
8. The Company certifies that it will, and will ensure the commitment of its subcontractors and suppliers to, pay fair wages in compliance with local laws and to provide reasonable working hours and overtime requirements.
9. The Company certifies that it will, and will ensure the commitment of its subcontractors and suppliers to, comply with all import/export obligations and country of origin labeling laws and regulations that apply to its products.

As with any business undertaking, it is not possible to create an exhaustive list of ethical and moral considerations and by acknowledging this Code of Conduct the Company agrees to operate in the highest moral and ethical fashion.

Exhibit B
Certificate of Insurance Requirements

Option A – This is the standard insurance obligation of Vendor if DAS has not selected or required Option B below.

Insurance. Vendor represents and warrants that as of the date hereof, and at all times while it is supplying merchandise to DAS and for six months from the last purchases from Vendor, it shall continue to maintain the following coverage:

Commercial General Liability - Minimum Liability Limits:

\$2,000,000 Each Occurrence.

\$5,000,000 Aggregate.

\$2,000,000 Products and Completed/Operations.

Coverage to include: Bodily Injury (including Death), Property Damage, Personal Injury and Advertising Injury, Products/Completed Operations, Blanket Contractual Liability, Independent Contractors

Worker's Compensation – Minimum Liability Limits:

State: Statutory

Applicable Federal: Statutory

Employer's Liability:

Bodily Injury by Accident: \$1,000,000 per occurrence

Bodily Injury by Disease: \$1,000,000 policy limit

Bodily Injury by Disease: \$1,000,000 each employee

Commercial General Liability limits may be met by a single policy or by multiple policies/umbrella coverage.

All policies shall contain a waiver of subrogation or waiver of Right of Recovery from Others. Vendors Insurance is primary and non-contributory. DAS, it's Directors, Officers and Employees must be named as Additional Insureds as Respects the Commercial General Liability Coverage.

For sake of clarity, the policies shall state as follows: "DAS Companies, Inc. and all affiliates, Directors, Officers and Employees are named as Additional Insureds. Policies contain a Waiver of Subrogation or Waiver of Right of Recovery and policy is primary and non-contributory."

Insurance company must have an A.M. Best Rating of at least A- VIII VII or better and be organized and existing under the laws of a state of the United States, and the policy must state that the insurance cannot be canceled or materially modified without 30 days prior notice to DAS (except that a policy may be canceled without prior notice if the policy is immediately replaced with new or renewal coverage.

A Certificate of Insurance evidencing the above coverage and a copy of the Vendors Endorsement and/or Additional Insured Endorsement must be provided within 30 days after execution of the Agreement and a replacement must be provided at least 30 days prior to the expiration of coverage.

Option B – Insurance Requirements for Consumable Products, Products Designed to be Applied to the Human Body, and Toys

Insurance. Vendor represents and warrants that as of the date hereof, and at all times while it is supplying merchandise to DAS and for six months from the last purchases from Vendor, it shall continue to maintain the following coverage:

Commercial General Liability - Minimum Liability Limits:

\$3,000,000 Each Occurrence.
\$7,000,000 Aggregate.
\$3,000,000 Products and Completed/Operations.
\$3,000,000 Product Recall Insurance

Coverage to include: Bodily Injury (including Death), Property Damage, Personal Injury and Advertising Injury, Products/Completed Operations, Blanket Contractual Liability, Independent Contractors, Product Recall

Worker's Compensation – Minimum Liability Limits:

State: Statutory
Applicable Federal: Statutory
Employer's Liability:
Bodily Injury by Accident: \$1,000,000 per occurrence
Bodily Injury by Disease: \$1,000,000 policy limit
Bodily Injury by Disease: \$1,000,000 each employee

Commercial General Liability limits may be met by a single policy or by multiple policies/umbrella coverage.

All policies shall contain a waiver of subrogation or waiver of Right of Recovery from Others. Vendors Insurance is primary and non-contributory. DAS, its Directors, Officers and Employees must be named as Additional Insureds as Respects the Commercial General Liability Coverage.

For sake of clarity, the policies shall state as follows: "DAS Companies, Inc. and all affiliates, Directors, Officers and Employees are named as Additional Insureds. Policies contain a Waiver of Subrogation or Waiver of Right of Recovery and policy is primary and non-contributory."

Insurance company must have an A.M. Best Rating of at least A- VIII VII or better and be organized and existing under the laws of a state of the United States, and the policy must state that the insurance cannot be canceled or materially modified without 30 days prior notice to DAS (except that

a policy may be canceled without prior notice if the policy is immediately replaced with new or renewal coverage.

A Certificate of Insurance evidencing the above coverage and a copy of the Vendors Endorsement and/or Additional Insured Endorsement must be provided within 30 days after execution of the Agreement and a replacement must be provided at least 30 days prior to the expiration of coverage.

Exhibit C
Chargeback Schedule

Shipment Timing	
Shipment shipped after the latest ship date indicated on the purchase order	\$1,000.00 or refusal of Shipment
Missed appointment with DAS	\$1,000.00 and rescheduled date set by DAS
Packing List	
Missing packing list with the physical shipment	\$300.00
Incorrect/missing information on packing list	\$300.00
Product Packaging, Labelling, and Ticketing	
Merchandise arrives without tickets or is partially ticketed if ticketing was specified on the purchase order	\$500.00 + \$80/hr. Labor Charges
Missing or incorrect UPC code	\$500.00 + \$80 Labor Charges
Missing or incorrect retail price if specified on purchase order	\$500.00 + \$80 Labor Charges
Merchandise no on hangers if specified on purchase order	\$500.00 + \$80 Labor Charges + Material Costs
Merchandise not bagged if specified on purchase order	\$500.00 + \$80 Labor Charges + Material Costs
Merchandise not assorted properly by size, color, or style as specified in purchase order	\$500.00 + \$80 Labor Charges