

VENDOR COMPLIANCE GUIDELINES

Enclosed is the most current Vendor Compliance Guidelines, revised as of March 20th 2015. The objective of this manual is to facilitate the processing and shipping of product.

The Marshall Retail Group (MRG) Vendor Compliance Guidelines detail the specific requirements vendors are required to follow. Your compliance is critical.

Please complete the last two pages of this package. The Acceptance and Acknowledgement Letter and Vendor Information Form must be signed and returned.

This packet outlines MRG specifications for:

- I. BILLING
- II. VENDOR TICKETING
- III. RE-LABELING OF MERCHANDISE USING MRG LABELS
- IV. PACKAGING AND CARTON LABELING
- V. SHIPPING
- VI. GENERAL

APPENDIX A - TICKET PLACEMENT

APPENDIX B – TICKET SAMPLES

APPENDIX C - PURCHASE TERMS & CONDITIONS

ACCEPTANCE AND ACKNOWLEDGEMENT LETTER (to be signed and returned)

VENDOR INFORMATION FORM (to be completed and returned)

All vendors are **REQUIRED** to comply with these guidelines at all times. Exceptions to these guidelines will result in chargebacks that are deducted from vendor payments.

The Vendor's Signature on the Vendor Letter indicates receipt and acceptance of the Marshall Retail Group Vendor Compliance Guidelines. However, shipment of any merchandise signifies acceptance of the Vendor Compliance Guidelines by the vendor.

VENDOR COMPLIANCE GUIDELINES

I. BILLING

Unless otherwise indicated or supported by local tax laws, MRG Purchase Orders are for resale merchandise, and are not subject to sales tax. A resale certificate will be filed with your company upon request. You may call the Accounting Office at (702) 385-5233 to obtain a resale certificate.

Each Purchase Order (P.O.) must be invoiced separately, at the quantities and prices on the P.O. If any prices or quantities on the P.O. are incorrect, the buyer must approve price or quantity increases **prior to shipment**. Unapproved price or quantity increases will be deducted from vendor invoices.

All invoices MUST contain a valid **MRG P.O. number**. A \$50 chargeback will be assessed for invoices that do not contain a P.O. number. A \$100 chargeback will be assessed for invoices that contain more than one P.O. number.

All invoices will be paid in accordance with the Purchase Order, Purchase Terms and Conditions (Appendix C) and other terms contained in the Vendor Compliance Guidelines.

ALL INVOICES MUST BE MAILED TO THE FOLLOWING BILLING ADDRESS:

Marshall Retail Group
Attn: Retail Accounts Payable
5385 Wynn Road
Las Vegas, NV 89118

A \$25 chargeback will be assessed for invoices mailed to any other address.

II. VENDOR TICKETING

All vendors are required to ticket merchandise. Hangtag type tickets will be provided by MRG. The cost for tickets is 3 cents each plus an \$8.00 shipping and handling fee. (Additional supplies will also be included and charged when necessary i.e. string tags, logo earring cards etc...) If you have not received tickets in 7 to 10 business days after receiving an order, contact Esther Diedrich, Distribution Center Director, at (702) 949-8761 (ediedrich@marshallretailgroup.com). Ticketing charges will be automatically deducted from your invoice.

If the product you are providing requires adhesive tickets and you are equipped to produce adhesive merchandise tickets you may make your own tickets by following MRG standards:

Blank ticket stock may be purchased from Marshall Retail Group. (See attached Appendix B)

If ticket stock is purchased from any other supplier it must have MRG buyer approval and adhesive must be **semi-permanent**.

MRG bar code and SKU number must be used.

Remove any existing tickets; do not apply new ticket over incorrect ticket.

Remove existing hang tags unless approved by buyer.

All vendors are required to pre-ticket merchandise prior to shipment and will incur chargebacks if pre-ticketing is not done or is incorrect. Chargebacks will include the cost of ticketing supplies.

See APPENDIX A for proper ticket placement.

* Please refer to the **Chargeback Schedule** on Page 7 of this document.

III. RE- LABELING OF MERCHANDISE USING MRG LABELS

Some vendors may be required to re-label merchandise as specified, using MRG supplied labels. The cost will be 5 cents per label plus an \$8.00 shipping and handling fee. If you have not received labels in 7 to 10 business days after receiving an order, **contact Esther Diedrich, Distribution Center Director, at (702) 949-8761.**

Re-labeling charges will be automatically deducted from your invoice.

CHANGING LABELS IN THE GARMENT:

- Remove existing label and **sew MRG supplied label in the same location**, generally at the back of the neckline. There should not be any extra needle holes in the garment.
- Fabric content and care instructions must be in ALL garments.

Vendors who are required to re-label merchandise prior to shipment will incur chargebacks if re-labeling is not performed or is incorrect. Chargebacks will include the cost of labor and supplies.

*Please refer to the **Chargeback Schedule** on Page 6 of this document.

IV. PACKAGING AND CARTON LABELING

INDUSTRY STANDARDS AND SIZE RESTRICTIONS

All corrugated shipping containers must meet minimum industry standards of ply weight, compression strength, and puncture resistance. All packaging must comply with current National Motor Freight Classification Guide requirements and be within FedEx and/or United Parcel Service (UPS) size restrictions.

PALLETIZED/CARTON PACKAGING AND LABELING

When appropriate or requested by MRG individual cartons must be consolidated into appropriately sized unit loads for ease and efficiency of transport and handling. The unit load is considered to be a standard size pallet.

With the exception of parcel (UPS/FedEx) shipments, all merchandise must be in cartons and all cartons on pallets with dimensions of:

- 48" x 40" with a maximum fork clearance of 3 ½".
- Maximum height of stacked cartons is 72", including pallet.
- All cartons must not exceed the length & width of the Pallet.
- Cartons must be stacked on the pallet preferably in an interlocking pattern.
- Purchase Orders must be kept together.

Cartons must be secured to the pallet, and the load properly stabilized to prevent shifting in transit.

Stretch-wrapping film is a minimum requirement.

**** Note: Any shipments that arrive with cartons not intact or P.O.'s commingled will incur chargebacks.**

CARTON PACKING (new section – review carefully)

The following packaging procedures must be followed in order to avoid chargebacks:

All ready to wear apparel and accessories must be individually poly bagged, unless specified differently by buyer.

All headwear must be poly bagged in quantities of six (6) by style, color, and size within an inner pack carton, unless specified differently by buyer.

Hardline inner pack quantities must be packed as specified on the MRG P.O.

Gift and plush vendors must notify buyer with inner pack information before shipping.

Quantity shipped must match MRG PO. Substitutions or overages will incur chargebacks and be subject to return.

Individual cartons must not exceed 50lbs.

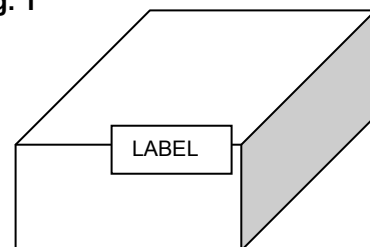
MASTER PACK CARTON LABELING

MRG requires the following information on all master pack labels:

- P.O. Number
- MRG SKU #
- Vendor style #
- Quantity (by size and color when applicable)

Place the Master Pack label on the smallest end panel in the upper right corner. See the example to the right (Fig. 1).

Fig. 1



INNER PACK LABELS

MRG requires the following information on all inner packs:

- MRG SKU number and barcode
- Description
- Color (when applicable)
- Size (when applicable)
- Quantity

sample inner pack label

1004210103 (MRG SKU) LV baseball cap Black Small 24 pieces

PACKING SLIP

A packing slip must accompany all shipments. Color and size unit breakdowns must be clearly listed on the packing slip. The Packing slip must be enclosed inside of or attached to carton #1 and marked "Packing Slip Enclosed".

Packing slip quantity must match the quantity shipped.

SHIPPING LABEL

MRG requires the following information on all shipping labels:

- Vendor Name
- Vendor Address
- Phone Number
- Purchase Order Number
- Carton number and total number of cartons (i.e. 15 of 30).

V. SHIPPING

MRG does not pay freight. **DO NOT ADD FREIGHT CHARGES TO THE INVOICE.** A \$25 charge will be assessed against invoices containing freight charges.

All shipments are to be FOB Destination.

COMPLETE SHIPMENTS

All Purchase Orders must be shipped complete. Partial shipments are not allowed without the written consent of the buyer.

Note: Each carton should contain merchandise from only one (1) Purchase Order! Please DO NOT mix items from multiple P.O.'s in the same carton.

ASN CONTACT PRIOR TO SHIPPING

Prior to shipping any order to MRG, you must contact us to provide shipping details at:

- By email at mrgshipping@marshallretailgroup.com or by phone at (702) 949-8747
- You will not receive a reply on these message lines. Contact the Director of Distribution directly for questions on shipping: ediedrich@marshallretailgroup.com.

Provide the following information:

- Vendor Name
- PO #
- # Units Shipped
- Carrier (FedEx, UPS, LTL truck etc.)
- Date to be shipped
- Contact name and information so that we may contact you if necessary

DELIVERY ADDRESS

All shipments are to be sent to:

MRG Distribution Center
Attn: Receiving Department
5385 Wynn Road
Las Vegas, NV 89118

BILLS OF LADING (PALLETIZED SHIPMENTS)

Multiple P.O.'s must be combined onto one Bill of Lading

BILLS OF LADING MUST INDICATE THE FOLLOWING:

- Actual shipping point (NAME/ADDRESS)
- Description (COMMODITY)
- The MRG Retail Purchase Order # (s)
- Billing must be prepaid (DO NOT SHIP DRIVER COLLECT)

VI. GENERAL

By delivering goods to MRG pursuant to any Purchase Order, seller agrees to indemnify, save and hold MRG harmless from any loss paid by purchaser, including the payment of reasonable attorney's fees, based on claims of infringement of any patent, copyright, trademark, trade dress, trade secret, or related right of any kind made against purchaser arising out of purchaser's resale of the goods delivered by seller pursuant to any P.O.

Special instructions, as required, will be forwarded with Purchase Orders.

Notification to buyer is to be made immediately if seller is unable to deliver in part or all of the merchandise included in a P.O. Partial shipments are not allowed without the written consent of the buyer.

Any violations of any of the terms and conditions stated in the Vendor Compliance Guidelines may result in cancellation of the P.O., chargeback in accordance with the chargeback schedule included or, if no chargeback amount is noted, a chargeback of no less than 1% of the amount of the invoice and at least \$100 in addition to the chargeback of any erroneous charges recorded on the invoice.

A chargeback of \$100 will be assessed for every shipment received if you have not signed the "Acceptance and Acknowledgment Letter". The letter is the next to last page of this package.

VENDOR GUIDELINE RECAP

A. PACKING INSTRUCTIONS

- No individual cartons to exceed 50 lbs
- Master pack label on all cartons; inner pack label when applicable
- All ready to wear apparel and accessories poly bagged individually
- No substitutions or overages without buyer approval

B. PACKING SLIP

- A packing slip must accompany all shipments
- Enclose a packing slip in carton or in a poly-envelope attached to carton #1
- The carton containing the packing slip must be marked "Packing Slip Enclosed"
- P.O. # must be clearly marked on packing slip

C. SHIPPING LABELS

Each carton must be labeled and the labels must include:

- Vendor Address
- Shipping Address
- MRG Retail Purchase Order Number
- On multiple carton shipments, each carton must be marked "Carton number – total number of cartons" i.e. "1 of 5" – "2 of 5" – "3 of 5" etc. Indicate the total number of cartons in shipment

D. CARTON SPECIFICATION

- Minimum 200 lb. Test

E. PALLET SPECIFICATION

- 48" X 40" X 72"

F. SHIPPING INSTRUCTIONS

- All vendors pay for freight charges
- EARLY or LATE shipments that are accepted will result in a 1% chargeback of the entire shipment for each business day the shipment is early or late. In addition, the vendor will be responsible for all inbound freight
- All freight moved SAME DAY; SAME ORIGIN must appear on the same Bill of Lading
- If the Vendor mailing address is not your shipping point, please submit the correct information on the MRG Vendor Information Form. Phone (702) 385-5233; Fax (702) 385-7924
- Any violation of the above requirements or requirements on the MRG Purchase order will result in either cancellation of the order or a 1% chargeback, unless otherwise stated above

G. BILLING INSTRUCTIONS

- All invoices must contain a valid P.O. number
- Each P.O. must be invoiced separately
- All payment will be the lower of the invoice price or the P.O. price
- The payment due date will be based on the actual date received in the MRG Distribution Center, or the date of the invoice, whichever is later
- Early shipments, if accepted, will have the payment due date based on the start ship date as noted on the P.O.
- Any shipments that are received either early or late, if accepted, will be assessed a 1% fee for each day early or late

CHARGEBACK SCHEDULE

A.	<u>PACKING SLIP VIOLATION</u>	<u>CHARGE</u>
	<ul style="list-style-type: none"> • Not shipped with merchandise (per occurrence) \$ 100.00 • Carton containing P/S not marked \$ 50.00 • Packing slip different than quantity shipped \$ 50.00 • P.O. # missing or incorrect \$ 50.00 	
B.	<u>CARTON MARKING VIOLATIONS</u>	<u>CHARGE</u>
	<ul style="list-style-type: none"> • P. O. # missing or incorrect \$ 100.00 • Carton not marked with merchandise, qty. or style# \$ 50.00 • Multiple P.O.'s in same carton \$ 50.00 • Other missing information required \$ 50.00 	
C.	<u>SHIPPING VIOLATIONS</u>	<u>CHARGE</u>
	<ul style="list-style-type: none"> • Oversized Carton/Overweight Carton \$ 50.00 • Shipped to wrong address \$ 100.00 • Multiple P.O.'s commingled among pallets \$ 100.00 	
D.	<u>BILLING VIOLATIONS</u>	<u>CHARGE</u>
	<ul style="list-style-type: none"> • P. O. # missing or incorrect on invoice \$ 50.00 • Multiple P.O.'s on single invoice \$ 100.00 • Total units not on invoice \$ 50.00 • No invoice # \$ 50.00 • Invoice cost does not match P.O. cost \$ 50.00 • Invoice not mailed to correct address \$ 25.00 (See invoice requirements) 	
E.	<u>VIOLATIONS REQUIRING REWORK</u>	<u>CHARGE</u>
	<ul style="list-style-type: none"> • Incorrect/Missing/Misplaced tickets \$ 100.00 <p style="margin-left: 40px;"># Tickets requiring rework _____ x \$0.05 = \$ _____</p> <ul style="list-style-type: none"> • Incorrect/Missing/Misplaced Labels \$ 100.00 <p style="margin-left: 40px;"># of Labels requiring rework _____ x \$0.25 = \$ _____</p>	
F.	<u>EARLY/LATE SHIPMENTS</u>	
	<ul style="list-style-type: none"> • If accepted 1% of invoice amount for each day early / late • If refused \$ 100.00 plus all costs incurred 	
G.	<u>VIOLATIONS NOT SPECIFIED ABOVE</u>	No less than 1% of invoice, at least \$100.00
H.	<u>NO SIGNED ACCEPTANCE AND ACKNOWLEDGEMENT LETTER</u>	\$100.00

MRG - BUYER CONTACT INFORMATION

Please contact the appropriate Buyer or Assistant Buyer for any questions regarding merchandise changes, cancel dates, product substitutions, or other information concerning your purchase order.

VICE PRESIDENT - FASHION

- Patty Wiggins – (702) 949-8753; **Email:** pwiggins@marshallretailgroup.com

CHILDRENS FASHION & ACCESSORIES

- Marjan Sikandar, Buyer – (702) 949-8745; **Email:** msikandar@marshallretailgroup.com

MEN'S FASHION, ACCESSORIES & FOOTWEAR

- Jacqueline Britton, Buyer – (702) 949-8767; **Email:** jbritton@marshallretailgroup.com
- Nicholas Cook, Asst. Buyer – (702) 949-8770; **Email:** ncook@marshallretailgroup.com

READY TO WEAR

- Cat Wu, Sr. Buyer – (702) 949-8792; **Email:** cwu@marshallretailgroup.com
- Kristina Garza, Buyer – (702) 949-8738; **Email:** kgarza@marshallretailgroup.com
- Paulainne Cabezon, Asst. Buyer – (702) 949-8718; **Email:** pcabezon@marshallretailgroup.com
- Kristine Robinson – Asst. Buyer – (702) 949-8709; **Email:** krobinson@marshallretailgroup.com

WOMEN'S FOOTWEAR

- Caron Walker, Buyer – (702) 949-8773; **Email:** cwalker@marshallretailgroup.com
- Lauren Casa, Asst. Buyer – (702) 949-8772; **Email:** lcasa@marshallretailgroup.com

WOMEN'S ACCESSORIES & HANDBAGS

- Pilar Ponce, Buyer – (702) 949-8754; **Email:** pponce@marshallretailgroup.com
- Eva Salvador, Asst. Buyer – (702) 949-8721; **Email:** esalvador@marshallretailgroup.com

RUBY BLUE, INTIMATES, TUMI, KIEHLS & SWAROVSKI

- Alexis O'Connell, Buyer – (702) 949-8793; **Email:** aoconnell@marshallretailgroup.com
- Ukare Saro, Asst. Buyer – (702) 949-8732; **Email:** usaro@marshallretailgroup.com

VICE PRESIDENT - LOGO

- Marguerite Panetta Gray – (702) 949-8729; **Email:** mpanetta@marshallretailgroup.com

LAS VEGAS HARLEY-DAVIDSON & GIFT

- Chelsea Craig, Buyer - (702) 949-8775; **Email:** ccraig@marshallretailgroup.com
- Sarah Hohler, Asst. Buyer – (702) 949-8781; **Email:** shohler@marshallretailgroup.com

SOFT LINES

- Tara Towers, Sr. Buyer – (702) 949-8758; **Email:** tjtowers@marshallretailgroup.com
- Ilanit Moskal, Buyer – (702) 949-8749; **Email:** imoskal@marshallretailgroup.com
- Serena Scibilia, Asst. Buyer – (702) 949-8746; **Email:** sscibilia@marshallretailgroup.com
- Melanie Pacoma, Asst. Buyer – (702) 949-8789; **Email:** mpacoma@marshallretailgroup.com

MRG - BUYER CONTACT INFORMATION (CONTINUED)

HARD LINES

- Nancy Nightengale, Buyer – (702) 949-8743; **Email:** nnightengale@marshallretailgroup.com
- Stacy Trejo. Asst. Buyer – (702) 949-8724; **Email:** strejo@marshallretailgroup.com

SUNDRIES

- Elaine Yep – Buyer - (702) 949-8760; **Email:** eyep@marshallretailgroup.com

AMERICA!

- Janine Green, Buyer – (702) 949-8742; **Email:** jgreen@marshallretailgroup.com
- Candice Cerruti, Asst. Buyer – (702) 949-8759; **Email:** ccerruti@marshallretailgroup.com

APPENDIX A

TICKET PLACEMENT

Listed below are common items purchased by Marshall Retail Group. It is the vendor's responsibility to contact their buyer for instructions on any items not listed specifically to ensure proper ticket placement.

ACCESSORIES

- **BELTS**

Attach ticket to belt buckle.

Tickets MUST be attached using 3" / 75 mm Secur-a-tach fasteners (handcuffs).

- **EARRINGS, PINS**

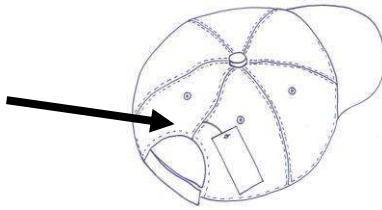
Attach ticket to **back** of earrings / pin card provided. Attach earrings or pin to card.

- **GLOVES**

Attach ticket at top of **left** glove using a 3" General Purpose Fastener (bullet). Attach in seam, **do not puncture fabric.**

- **HATS**

➤ **Baseball style caps:** Attach ticket into center back seam.



➤ **Other hats:** Attach ticket to label inside of headband using a 3" General Purpose Fastener (bullet).

- **NECKLACES, BRACELETS, ANKLETS, WATCHES, KEYCHAINS**

Fold ticket at perforation. Loop tail around item at the clasp, buckle, or ring.

- **NECKWEAR**

Attach ticket to keeper at the back of the tie

- **RINGS, TOE-RINGS**

Fold ticket at perforation. Loop tail around ring.

- **SCARVES**

Attach ticket to label or into seam (if present) using a 3" General Purpose Fastener (bullet). **Do not puncture fabric.**

- **SOCKS, PANTYHOSE**

Attach ticket to **back** of packaging. Cover any existing bar code.

- **SUNGLASSES**

Fold ticket at perforation. Loop tail around item at left arm joint.

APPAREL (MEN'S, WOMEN'S, CHILDREN'S)

DO NOT PUNCTURE FABRIC. Tickets must be attached using a 3" General Purpose Fasteners.

- **BLOUSES, T-SHIRTS, DRESSES, OUTERWEAR, SWEATERS, TOPS, ROBES**

Attach ticket into care / size label at neckline. If care label is not present at neckline, attach ticket in **neckline seam**. Call for ticket placement instructions if attaching ticket at neckline will damage garment; MRG Director of Distribution: (702)949-8761 or ediedrich@marshallretailgroup.com .

- **PANTS, SHORTS, SKIRTS**

Attach ticket into care / size label at waistband.

- **SWIMWEAR**

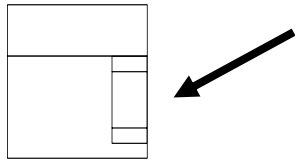
Attach ticket to label.

Two piece sets: attach ticket to care label on top.

- **Ticket should be attached to the top item of 2 piece sets.**

FOOTWEAR

- **SHOE BOXES**

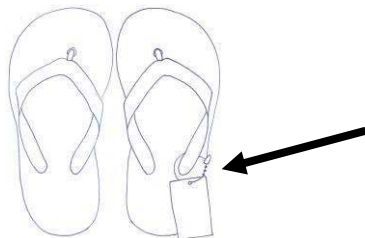


Tickets should be placed vertically on the **RIGHT SIDE** of the **front** of the shoe box.

- **Shoe Boxes with Barcodes:**

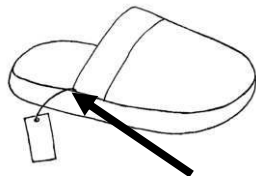
Tickets should be placed vertically OVER THE EXISTING BARCODE on the front of the shoe box.

- **FLIP FLOPS AND SANDALS**



Attach ticket on the right shoe at the outer strap using a 3" / 75mm Secur-a-tach fastener (handcuff).

- **SLIPPERS**



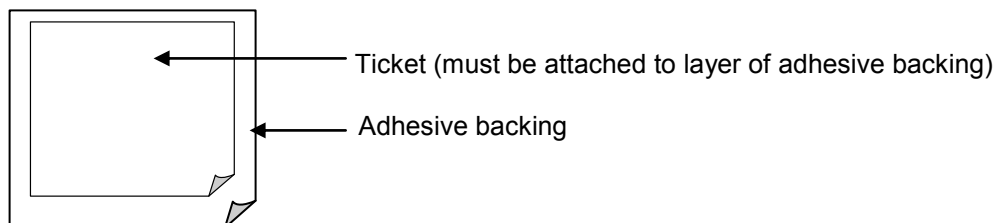
Attach ticket to outside **right** slipper using a using a 3" General Purpose Fastener (bullet).

FRAGRANCE

- Adhesive type ticket should be centered on the bottom of the box.
- **Ticket should cover any existing bar code.**

GIFT- COLLECTABLES, DOLLS, SPECIALTY GLASS, AND OTHER INDIVIDUALLY BOXED GIFT ITEMS

- Piggy-back type ticket should be placed over any existing bar code on the item box. If no bar code is present, place ticket on bottom of box.
- Peel outer layer adhesive backing leaving ticket in place on inner layer of adhesive backing:



HANDBAGS, TOTES, FANNY PACKS, WALLETS, COIN PURSES

- **Tickets MUST be attached using 3" / 75mm Secur-a-tach fasteners (handcuffs).**
- Tickets should be attached to the zipper pull **inside the item**. If zipper is not present, attach ticket to outside zipper pull or right side of handle.

LUGGAGE

- **Tickets MUST be attached using 3" / 75mm Clear Secur-a-tach fasteners (handcuffs).**
- Ticket should be attached to right side of top handle.

LOGO SOUVENIERS

- **KEYCHAINS, PENS**

Wrap around key ring or pen clip.

- **GLASSWEAR, PLATES, SHOT GLASSES, MUGS ETC....**

Attach ticket to the **bottom** of the item.

Ticket **must not cover any logo or important information** such as county of origin, age dating, or warning statements. Tickets must be adhered to the product, NOT the packaging.

- **MAGNETS, FRAMES, MISCELLANEOUSE LOGO ITEMS**

Attach ticket to **back** of item. **Cover any existing bar code. Call for instructions if placement needs discussion.**

PLUSH

- If card-stock tickets are sent; attach ticket into care / mfg label using a 3" General Purpose Fastener (bullet). If peel and stick tickets are sent; attach ticket to existing hang tag **covering any bar code.**

BEACH TOWELS, GOLF TOWELS

- Attach ticket to the label. Tickets must be attached using a 3" General Purpose Fastener (bullets).

CALL FOR INSTRUCTIONS ON ANY ITEMS NOT LISTED ABOVE

Tickets sent by Marshall Retail Group must not be altered in any way or copied. Additional tickets must be requested by contacting MRG Director of Distribution

**ESTHER DIEDRICH, DIRECTOR OF DISTRIBUTION: (702) 949-8761
ediedrich@marshallretailgroup.com**

**NON COMPLIANCE WILL RESULT IN A VIOLATION AND INCUR CHARGEBACKS.
MERCHANDISE MAY ALSO BE RETURNED AT VENDOR'S EXPENSE**

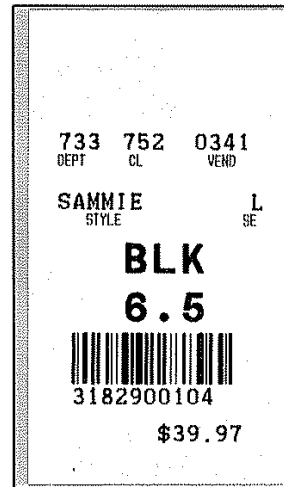
APPENDIX B

TICKET SAMPLES

MRG TICKET #17
 AVERY-DENNISON PART # 900411
 Accessories, Hardlines, Gifts



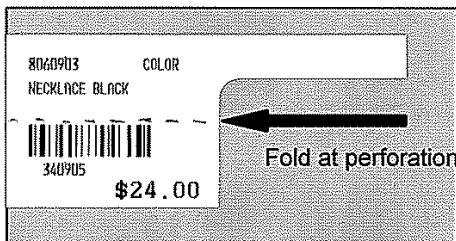
MRG TICKET #20
 CALL MRG FOR TICKET STOCK
 Adhesive back for Shoes



MRG "PIGGYBACK" TICKET
 AVERY-DENNISON PART # 75022147



MRG TICKET #21
 AVERY-DENNISON PART #000220
 Accessories, Hardlines



MRG TICKET #22
 AVERY-DENNISON PART #900251
 Hardlines, Gifts



SEE YOUR MRG BUYER FOR DETAILS AS TO WHICH TICKET TYPE IS APPROPRIATE FOR YOUR PRODUCT

HANG TAG APPAREL TICKETS WILL BE PRODUCED AND SENT TO YOU BY MRG

APPENDIX C

PURCHASE TERMS & CONDITIONS

- 1. TERMS:** The terms and conditions contained in the Vendor Compliance Package and any special conditions on any Purchase Order and any drawings or specifications referred to on the face thereof together are the complete and exclusive statement of the terms and conditions of the Purchase Order (P.O.). Changes in or waiver of the terms and conditions of the P.O. shall not be binding on Buyer unless made in writing and signed by an authorized representative of Buyers purchasing department. Buyer and Seller as designated in the Purchase Order shall be subject to and governed by the Purchase Order including all Terms and Conditions herein (the Purchase Order and the following terms and conditions are hereinafter collectively referred to as the Contract). No terms and conditions of Seller contained in any reply in acknowledging this Contract or in the acceptance of this Contract shall apply. Acceptance by Buyer of the goods or services shall not constitute acceptance of Seller's terms and conditions. All P.O.'s require the signature of a responsible party.
- 2. TRADEMARKS AND CONFIDENTIAL INFORMATION:** Seller has no right to, and agrees not to, use the trade name or service mark of Buyer or its affiliates ('Mark') in any advertising or publicity to endorse Seller's products or services, or for any other purpose or in any other manner except to fulfill this Contract. Seller is authorized to use Marks solely as specified in, and only in connection with, this Contract. Goods manufactured shall not be sold or made available to anyone other than Buyers authorized representatives. Seller agrees to permit Buyers authorized representatives to inspect its activities and premises, accounting books, and invoices relevant to its manufacture and supply of goods. All information including, but not limited to, writings, drawings, models and oral disclosures not in the public domain, received by Seller from Buyer, or learned of or produced by Seller in performing work for the Buyer, is Buyer's property, shall be held by Seller in confidence at all times, shall not be used or disclosed to any third party without Buyer's prior written consent, and shall be returned to Buyer upon demand. Buyer and its affiliates shall be entitled to equitable relief to prevent a breach, or secure enforcement, of this paragraph.
- 3. PACKAGING AND SHIPPING:** All goods shall be prepared for shipment and packed to prevent damage or deterioration, to secure lowest transportation rates and comply with carrier tariffs. Buyer will pay no charges for preparation, packaging, crating or cartage unless separately stated in the Contract. Seller shall comply with Buyer's written instructions as to packaging and shipping. Seller shall not ship for delivery before the start ship or after the cancel dates specified on the P.O. without Buyer's prior written approval.
- 4. TIMELINESS:** Time is of the essence in the Seller performance of the Contract. If in the sole exclusive judgment of Buyer, the Seller has failed or will fail or if the Seller has refused or will refuse to expeditiously proceed with delivery and installation pursuant to the terms of the Contract, the Buyer may terminate without cost or penalty, the whole or any part of the Contract, provided Buyer gives Seller two (2) days prior written notice of such termination. Upon such termination Buyer may purchase elsewhere and hold Seller accountable for any and all damages sustained by Buyer as a result of such termination. If Seller does not make delivery of the goods on or before the specified delivery date, or if none is specified within fourteen (14) days of Seller's receipt of this Contract, or if all or a portion of the goods is not satisfactory to Buyer or is not in compliance with the terms of this Contract Buyer may cancel this Contract as to all or a portion of the goods and return same to Seller at Seller's sole cost and expense. Buyer shall not be obligated to accept replacements for rejected goods, unless Buyer specifically requests in writing that such rejected goods be replaced. Quantity discounts, if any, given to Buyer shall not be lost as a result of the rejection of any goods for the reasons set forth herein.
- 5. TITLE AND RISK OF LOSS:** Title to goods shall rest in Buyer upon final acceptance of the goods by Buyer at destination. Seller shall bear all risk of loss on goods until such final acceptance, except for loss occasioned by the negligence of Buyer.
- 6. PRICE:** Prices include all applicable taxes, except sales taxes which are separately shown where applicable. Seller warrants that the prices charged do not exceed those charged by Seller to any other customer purchasing similar goods or services in comparable quantities or like circumstances.
- 7. PAYMENTS:** Invoices shall contain the following information: Contract or order number, item number, Contract description of goods or services, sizes, quantities, unit prices and extended totals. No invoice shall be issued prior to delivery of goods or performances of service and no payment shall be made prior to receipt of correct invoice. Payment due dates including discount period shall be computed from date of receipt of goods or date of correct invoice (whichever is later) to date Buyer's check is mailed. However, should receipt of goods occur prior to the first ship date, the due date will be computed from the first ship date noted on the P.O. if the merchandise is accepted. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer under this Contract. If an invoice is sent to the wrong address, billing terms shall be measured from receipt of invoice at the correct address. The date of mailing of buyers check is the date payment is made for payment discount purposes.
- 8. GRATUITIES:** Seller understands and will comply with the policy that employees of Buyer do not accept for their personal benefit gifts, gratuities, cash, samples, special favors or other means of influence as inducements to conduct business with Seller. Buyer may by written notice to Seller cancel the right of Seller to proceed under any Contract if it is found that Seller has violated policy stated above. In the event a Contract is so canceled. Buyer shall be entitled (i) to pursue the same remedies against Seller as Buyer could pursue in the event of a breach of the Contract by Seller and (ii) to collect, in addition, any other damages to which it may be entitled including any sums or consideration paid by Seller.
- 9. ACCEPTANCE AND REJECTION OF GOODS; WAIVER:** Approval of preproduction sample is required prior to product manufacture. Final inspection and acceptance of the goods shall be at Buyer's premises and shall be at the time of first usage of such goods by Buyer. Acceptance by Buyer of all or any part of the goods and services shall not constitute a waiver of Buyer's right of final inspection or of any claims Buyer might have for delays in delivery; and subsequent to such acceptance, Buyer shall retain the right to revoke acceptance of all or any part of such goods and services that fail to comply with the Contract. If the goods and services are rejected, in whole or in part, at any time, Seller shall bear all loss, cost and expense in connection therewith, shall make all arrangements for storage and disposition or return of such goods and services, shall indemnify and hold harmless the Buyer for each and every such loss, cost, or expense; and Seller shall be responsible to Buyer for all resulting damages including, but not limited to, Buyers special, incidental and consequential damages resulting from any breach of this Contract by Seller and any failure by Seller to perform hereunder. Failure of Buyer to state a particular defect upon rejection shall not preclude Buyer from relying on unstated defects to justify rejection or establish breach. In addition to any and all of Buyer's other right provided by operation of law, Buyer shall have the right, but not the obligation to replace defective goods and services by buying from other supplier's property that is reasonably similar to the goods and services. In the event Buyer exercises such right, Seller shall reimburse and/or pay Buyer for all costs incurred therein, which include, but are not limited to, (i) cost incurred by Buyer to obtain such replacement goods and services, (ii) any monies paid by the Buyer to the Seller that have not been used by the Seller to produce the goods and services, and (iii) all of the Seller's materials, work-in-progress, and inventory related thereto.
- 10. WARRANTY:** Seller warrants that all goods and services under this Contract (i) shall be new, (ii) shall conform to the requirements of this Contract, including all applicable descriptions, specifications, drawings and samples, (iii) shall be of good quality and be free from defects in design, material and workmanship. If Seller knows or has reason to know the purpose for which Buyer intends to use the goods, the goods are to be suitable in every respect for the purpose intended and shall be merchantable. No food, drug, device, cosmetic contained in any shipment to Buyer at any time will, at time of shipment or delivery, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or be an article which may not, under that Act, be introduced into Interstate Commerce. These warranties are in addition to any other express warranties given by Seller for such goods and services and any warranties implied by law and trade and usage. Seller's Warranties shall survive inspection, acceptance and payment, extend to any person who may reasonably be expected to use, consume or be affected by the goods and who is injured by the warranty breach, and be construed as consistent and cumulative with each other and with all warranties implied by law, seller waives any defense based on absence of privity with any injured person. Buyer may, at its option, return for credit and refund or require prompt correction or replacement of the non-conforming goods. Defective or non-conforming goods shall not be corrected or replaced unless specified in Buyer's written order.

11. INFRINGEMENT: Seller shall defend, indemnify and hold harmless Buyer, Buyer's customers and any subsequent user of the goods against all claims, causes of action, liabilities, losses, cost or expenses (including attorney's fees) arising out of any alleged infringement by any goods delivered under this Contract.

12. CHANGES: Buyer may by written notice make changes within the general scope of any Contract in any one or more of the following (1) drawings, design or specifications (ii) method of shipment or packing; (iii),place of inspection, delivery or acceptance; (iv) reasonable increases in quantities and (v) reasonable changes in delivery schedules. Seller shall proceed immediately to perform a Contract as changed. If any such change causes an increase or decrease in the cost of or time required for performance, an equitable adjustment shall be made in (i) the Contract price, time of performance, or both, and (ii) such other provisions as may be affected, and the Contract shall be modified in writing accordingly. Any claim by Seller for adjustment must be asserted within thirty (30) days after Seller's receipt of such change notice. Nothing in this clause shall excuse Seller from proceeding with a Contract as changed.

13. TERMINATION ON DEFAULT VENDOR: In the event of any default by Seller of any of the provisions of the Contract or of Seller's misapplication of Buyer's funds, then Buyer may, in its sole discretion, terminate the Contract or any part thereof, without any further cost, expense or obligation to Buyer, and Seller shall be liable to Buyer for any and all damages resulting directly or indirectly therefrom, including, but not limited to incidental, special and consequential damages.

14. DEFAULT: If Seller fails to comply with a Contract or fails to make progress to such extent that Buyer deems that performance of a Contract is endangered or any proceeding is filed by or against Seller in bankruptcy or for insolvency or any trustee or receiver is appointed for Seller or an assignment is made for the benefit of creditors, Buyer may cancel any Contract by written notice to Seller without any liability. If a Contract is canceled, Buyer may require the Seller to transfer title and deliver to Buyer any completed goods and such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and Contract rights as the Seller has specifically produced or specifically acquired for the performance of a Contract.

15. WORK ON BUYER'S PREMISES: If Seller's work under a Contract is on Buyer's premises, Seller shall take all necessary precautions to prevent the occurrence of injury or damage to persons or property. Seller shall maintain such public liability, property damage and employee's liability and compensation insurance as shall protect Buyer from said risks and from any claims under any applicable workman's compensation and occupational disease acts.

16. LIENS: Seller shall indemnify and hold Buyer and its property free and clear of all liens and encumbrances and shall at Buyer's request furnish waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this Contract.

17. INDEMNITY: To the fullest extent permitted by law, Seller shall indemnify defend and hold Buyer harmless from and against all, claims causes of action, liabilities, losses costs and expenses (including attorney's fees) arising out of any act, omission or negligence of Seller, including but not limited to Claims for personal injury, property damage, patent, copyright or trademark infringement, unfair competition and Seller's breach of this Contract. Seller shall carry such public liability, property damage and employee liability and compensation insurance as shall be satisfactory to Buyer, and upon Buyer's request Seller shall furnish to Buyer appropriate evidence of such insurance. Seller releases and waives any and all rights of recovery from Buyer based on any peril or perils enumerated in the insurance policies required to be maintained by Seller. Each such policy of insurance shall contain and express waiver of all rights of subrogation against Buyer. To the fullest extent permitted by law, this Indemnity applies whether or not Buyer has committed any acts or omissions (whether actively or passively negligent or non-negligent). Buyer may employ attorneys of its selection to appear and defend the claim or action for Buyer, at Seller's expense. Buyer, at its option, shall have the sole authority for direction of the defense and be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Buyer.

18. RIGHTS REMEDIES AND WAIVERS: The rights and remedies provided to Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. The failure of Buyer to insist on the performance of any provision of the Contract to exercise any right or privilege granted to Buyer under this Contract shall not be construed as waiving any such provision and the same shall continue in force.

19. COMPLIANCE WITH LAWS: Seller shall comply with all applicable federal state and local laws, ordinances, rules and regulations, including those relating to gaming establishment prices, equal employment opportunity, occupational health and safety, employment of veterans and handicapped persons Seller represents that the goods and services under this Contract shall be produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended and all applicable regulations and orders of the Department of Labor issued thereunder and unless otherwise agreed in writing. Seller shall insert a certificate to such effect on all invoices submitted in connection with this Contract, there shall be deemed incorporated in this Contract by this reference all clauses and provisions that are mandatorily required by law, regulation or executive order to be incorporated into a Contract or subcontract.

20. ASSIGNMENT: No rights or obligations under any Contract may be assigned by Seller in whole or in part, nor may Seller subcontract in whole the performance of its duties hereunder without, in either, case Buyer's prior written consent. The terms and conditions of all Contracts shall be binding upon any permitted successors and assigns of Seller.

21. LIMITATION OF ACTIONS, JURISDICTION AND VENUE: Any action based on Buyer's breach must be commenced within one year after accrual of the cause of action. Contracts shall be interpreted and enforced under the laws of the State of Nevada, without regard to Nevada conflict of law rules Seller hereby agrees that venue and jurisdiction shall be vested in the federal and state courts sitting in Clark County, Nevada. Seller waives its rights to a jury trial.

22. ATTORNEYS FEES AND COSTS: The prevailing party to any proceeding, including arbitration brought to enforce the terms of the Contract, shall be entitled to reasonable attorney's fees and costs.

23. CONSTRUCTION: The terms and conditions of any Contract shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed these terms and has had the opportunity to have it reviewed by their attorneys and that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply in the interpretation of these terms.

24. CONTRACT ACCEPTANCE AND MODIFICATIONS: Upon Seller's acceptance of any Contract, the Contract and all terms included in Vendor Compliance shall constitute the entire agreement between the Seller and Buyer. Except as provided in paragraph 12 above, no subsequent modification or alteration of a Contract whatsoever, shall be binding upon the Buyer and Seller, unless agreed upon in writing by the Buyer and Seller. All different or additional terms or conditions contained in the Seller's original quotation, acceptance, confirming memorandum, or order acknowledgment of a Contract are hereby objected to and rejected by Buyer. Until accepted by Seller, a Contract constitutes only an offer to enter into a Contract to purchase the goods specified herein. Seller shall indicate its acceptance of an offer by executing, completion and return a copy of the Contract to Buyer. **Any shipment made by Seller shall be deemed an acceptance of the terms and conditions of these terms** notwithstanding any different, conflicting or additional terms or conditions contained in any quotation, acceptance, confirming memorandum, order acknowledgment invoice or other document of the Seller. Buyer reserves the right to revoke this offer at any time prior to Seller's acceptance hereof. This Contract may not be explained or supplemented by course of dealing, usage of trade, or course of performance or varied or contradicted by parol evidence- except at the written election of Buyer.

Buyer's failure to (i) insist on strict performance in any respect, or (ii) exercise any right, or take any action permitted on a breach by Seller shall not be deemed a waiver.

25. HEADINGS AND SUBHEADINGS: All headings and subheadings in the Contract are for convenience purpose only and shall not be used in the interpretation of the Contract.

ACCEPTANCE AND ACKNOWLEDGEMENT LETTER

Dear Vendor:

All vendors are required to comply with specific guidelines as outlined in the Marshall Retail Group Vendor Compliance Manual. The attached guidelines outline a comprehensive list of requirements for vendors doing business with MRG. Requirements include: Terms, Billing, Vendor Ticketing, re-labeling of Merchandise using MRG Labels, Packaging, Carton Labeling and Shipping. Please review this packet and distribute applicable sections within your organization to ensure compliance with our standards.

Please review the Vendor Compliance Guidelines in detail. These requirements will have a dramatic impact on the flow of merchandise from your facility to our selling floor. If there are deviations from the requirements, chargebacks will occur.

Please acknowledge the receipt of this packet and agreement to its terms by signing this letter and faxing it to:

Fax: (702) 385-7924
Marshall Retail Group
Attn: Vendor Compliance
5385 Wynn Road
Las Vegas, NV 89118

In addition, please complete our **“Vendor Information Form”** so that we may update our records accordingly. If you have any questions please contact Esther Diedrich at (702) 949-8761 or ediedrich@MarshallRetailGroup.com.

Thank you for your anticipated cooperation and we look forward to a long and mutually beneficial relationship.

Thank you,

Stephen Hirsch
Executive VP, CFO

I acknowledge receipt of the “Marshall Retail Group Vendor Compliance Guidelines”, and agree to comply with all policies set within its contents.

_____	_____
Signature	Date
_____	_____
Print Name	

Title	

Company	

MRG Buyer	

VENDOR INFORMATION FORM

Check one: New vendor Vendor update Current # _____

Vendor Name: _____

Other Names (DBA): _____

Street Address: _____

City, State: _____ Zip Code: _____

Phone #: _____ Fax #: _____ Toll Free #: _____

P.O. Email Address: _____ (where P.O. is to be emailed)

Rep Name: _____ Phone #: _____ Fax #: _____

Factor (circle one) Yes No If Yes, Factor Name: _____

Payment Terms: _____

Shipping Point: _____

Return to Vendor Address:	Payment Remit To:
Name: _____	Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
MRG Buyer: _____	Date Submitted: _____

Please check one:

Tickets will be printed and sent to vendor by Marshall Retail Group

Ticket Address: _____

Tickets will be printed by vendor

For Office Use Only	
Process Date: _____	
Vendor #: _____	Created By: _____