

PO TERMS AND CONDITIONS (Import PO)

1. This purchase order ("PO") constitutes a binding contract between the entity or person named in the Purchased From box in this PO ("Vendor") and the entity named in the Ship To box in this PO ("Buyer") for the sale and purchase of the goods referenced in this PO ("Goods"). In addition to the terms and conditions of this PO, the Big Lots Vendor Manual in effect on the date this PO was written ("Vendor Manual") is hereby incorporated into and is made an integral part of this PO.
2. THE PO NUMBER AND ALL OTHER INFORMATION REQUIRED BY THE VENDOR MANUAL MUST APPEAR ON THE BILL-OF-LADING, INVOICE, PACKING SLIP & SHIPPING CARTONS.
3. THIS PO WILL BE CANCELLED ON THE DATE STATED HEREIN, UNLESS EXTENDED IN WRITING BY BUYER. LATE SHIPMENTS MAY BE REJECTED AT THE VENDOR'S EXPENSE AND WILL BE SUBJECT TO ALL APPLICABLE REMEDIES SET FORTH IN THE VENDOR MANUAL AND AVAILABLE AT LAW.
4. This PO may not be filled at higher prices than specified without Buyer's prior written permission.
5. Buyer reserves the right to cancel this PO and reject the Goods, at Vendor's sole cost, if this PO is not filled in accordance with the terms hereof or Buyer's delivery schedule. Buyer reserves the right to return excess or defective Goods at Vendor's sole cost.
6. Buyer may modify or cancel this PO in the event of fire or other condition beyond Buyer's control.
7. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. A detailed packing list must also accompany each shipment of Goods.
8. No packing or cartage charges are allowed unless agreed to by Buyer in writing.
9. Buyer is under no duty to inspect the Goods before resale, and payment shall not be considered acceptance and shall not bar Buyer's right to revoke the Goods. Vendor understands that its obligation to accept revoked Goods will last until all Goods are resold by Buyer or an affiliate of Buyer to a party unrelated to Buyer, plus a period of twelve months, or longer if Vendor's warranty is longer. Unless a signed agreement to the contrary exists, all Goods deemed by the Buyer to be defective shall, at the option of Buyer, be deemed revoked and may be returned to Vendor and Vendor agrees to fully reimburse Buyer for all costs and expenses, including Goods costs, freight costs (inbound and outbound), duties and any handling charges incurred. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of the trademarks, trade names and other identifying information of Buyer and its affiliates from all revoked Goods; and Vendor further agrees that it will not use, resell or otherwise transfer any revoked Goods to any third party without the express prior written consent of an officer of the Buyer.
10. Buyer shall have no obligation to compensate Vendor for or return to Vendor any goods shipped to Buyer in excess of or different from those Goods referenced in this PO, and Buyer shall take title to any such goods in the same manner in which it takes title to those Goods specifically ordered pursuant to this PO. The per unit price of the Goods ordered under this PO shall be automatically reduced to account for all such excess or different Goods received by Buyer.
11. Vendor warrants that all Goods comply in every respect with all laws, rules and regulations of the United States of America ("USA") and each state of the USA, and were

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- produced, manufactured, imported, distributed, packaged and labeled in compliance with all local laws, rules and regulations and all laws, rules and regulations of the USA and each state of the USA, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the Fair Labor Standards Act of 1938, as amended, the Acts referenced in the next sentence, and the regulations promulgated under such laws. Vendor further warrants that none of the articles of food shipped or sold by it are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, and the Nutrition Labeling and Education Act of 1991, as amended.
12. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer and its affiliates from any and all liabilities, damages, costs, expenses, penalties, claims and/or suits (whether actual or alleged), including, without limitation, attorneys' and experts' fees (including attorneys' fees incurred in enforcing Buyer's rights as a result of a breach of Vendor's warranties or a term of this PO or the Vendor Manual), arising from the: (a) acts or omissions of Vendor or Vendor's agents, (b) recall of the Goods, (c) personal injury or property damage resulting from the movement, use or consumption of the Goods, (d) breach of Vendor's warranties or a term of this PO or the Vendor Manual, or (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, advertising, use, sale or offer for sale of the Goods. Vendor shall have no right to limit its liabilities. Vendor acknowledges that this PO was negotiated and without this section Buyer would not have entered into this PO.
 13. Vendor warrants that it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised and used: (a) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents, and (b) in a manner which assures the safety of the representatives, patrons and customers of Buyer.
 14. Vendor warrants that the Goods are in new, good and saleable condition. This PO is accepted under the terms and conditions set forth herein.
 15. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate(s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet.
 16. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.
 17. This PO is not intended to and shall not negate or replace any of, but shall supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

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18. Buyer shall have the right, without notice to the Vendor, to offset and/or deduct from any monies due to Vendor all fees and charges not expressly agreed upon in a writing signed by Vendor and Buyer and all amounts due to Buyer in connection with Buyer's right to receive indemnification from Vendor. Following Buyer's receipt of any claim that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold payment of all monies due to Vendor (or any portion thereof as determined by Buyer) until such claim is fully and finally resolved.
19. Title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at the Buyer's warehouse or other non-store location listed in this PO, or earlier if FOB origin. For shipments to stores (e.g., drop shipments), title to and risk of loss of the Goods passes from Vendor to the company operating the store upon receipt at said store, or earlier if FOB origin.
20. All disputes arising under this PO or related to the Goods shall be settled in a court of competent jurisdiction located in Franklin County, Ohio, USA. The laws of the State of Ohio, USA shall govern all disputes. Vendor hereby irrevocably waives all objections to an inconvenient forum and lack of personal jurisdiction.
21. Vendor and Buyer agree that the terms and conditions of this PO shall supercede all prior agreements and any inconsistent or conflicting terms between the parties, whether oral or written. The terms of documents provided by Vendor, including its invoices, shall have no force or effect. This PO and the Vendor Manual may not be modified, and no waiver shall be effective, except: (a) by a written instrument that references this PO and/or the Vendor Manual, as applicable, and is signed by a representative of the Vendor and an officer of the Buyer; and (b) as expressly provided in the terms inserted by Buyer into the Additional Comments box of this PO on the date this PO was written.
22. Unless required by court order, by subpoena, by applicable law or to transport the Goods, Vendor may not disclose to any third party the terms of this PO, including the price paid for the Goods.
23. Vendor, by accepting this PO, agrees to and accepts all of the terms and conditions of this PO and the Vendor Manual. Vendor accepts the terms and conditions of this PO and the Vendor Manual by doing any of the following: (a) signing this PO; (b) shipping any portion of the Goods referenced in this PO or otherwise fulfilling any portion of its obligations under this PO; (c) accepting any payment, in whole or in part, for the Goods, transportation of the Goods, or otherwise in connection with this PO or the Goods; or (d) by any other means of acceptance recognized at law or in equity.
24. AS AN INDUCEMENT FOR BUYER TO ENTER INTO THIS PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PO, WITHOUT MODIFICATION.