

THE DRESS BARN, INC. PURCHASE ORDER TERMS AND CONDITIONS

September 14, 2009 version

All Purchase Orders by THE DRESS BARN, INC. and any of its subsidiaries (collectively, “Buyer” or “DRESS BARN”) shall be subject to the terms and conditions contained herein (“Terms of Purchase”) and shall override and supersede any other terms or conditions stipulated, incorporated or in any way referred to by Seller (or Vendor, which shall have the same meaning) so that these Terms of Purchase are the only terms and conditions upon which Buyer shall purchase the merchandise described in the Purchase Order. Acceptance of this Purchase Order by Seller shall be limited to the terms of this Purchase Order, and the Terms of Purchase and the Purchase Order of which they are part constitute the entire agreement relating to such merchandise. No modification shall be effective unless in writing signed by duly authorized agents of Buyer and Seller.

1. Payment terms being on the date of receipt of merchandise if merchandise is received on or after the 20th of the month. End of Month (“EOM”) terms begin on the 1st of the following month.
2. Include in each shipment a packing slip and SEND ONE ORIGINAL INVOICE FOR EACH SHIPMENT TO: THE DRESS BARN, INC. P.O. BOX 500, SUFFERN, NY 10901-0500, ATTN: MDSE A/P.
3. Invoices must contain invoice number and date, Seller DUNS number, Purchase Order number, department number, Purchase Order style number, quantity by size and color, number of cartons (if not shipped hanging), date shipped and shipped via method and invoice prices, terms and dating must agree with this Purchase Order. Items on the invoice and packing list must appear in the same order as written on this Purchase Order. Each shipment must be invoiced separately and there must be a separate invoice for each order. If more than one order is included in a shipment, a separate invoice must be issued.
4. No merchandise shall be deemed accepted until Buyer has had a reasonable time and opportunity after delivery for inspection.
5. Merchandise not shipped on time, time being of the essence, or in the manner specified or not up to sample or description or not of merchantable quality or workmanship, or not sized according to standard measurements may at Buyer’s option be rejected in whole or in part and returned by Buyer at the Seller’s expense. Buyer’s grounds for rejection of merchandise are not limited to any grounds specified in a notice of such rejection or in any other communication to Seller.
6. All merchandise which is not shipped according to size, color, style as ordered may be rejected and returned to Seller, at the Seller’s expense.
7. Part shipments are subject to return unless Seller receives written approval of Buyer.
8. If coordinated groups are not shipped complete, the entire group shall be subject to return at Buyer’s sole and absolute discretion.
9. **IF DRESS BARN ELECTS TO ACCEPT ANY SHIPMENT WHICH IS NOT AS ORDERED, THERE SHALL BE A MINIMUM CHARGE OF FIVE PERCENT (5%) DEDUCTED FROM THE INVOICE AS DRESS BARN’S COST FOR HANDLING.**
10. An extension of the delivery date shall only be valid if the extension is in writing and signed by an authorized representative of Buyer.

11. Vendor must notify Buyer's Accounts Payable Department, in writing, within six months after delivery, if invoice was not paid or return was not received. Vendor must send a copy of the invoice and receipt from carrier to Accounts Payable. Dress Barn will not be responsible for invoice claims made after six months from date of delivery by common carrier.
12. Buyer's liability for any loss or damage directly or indirectly resulting from any default hereunder shall be limited to purchase price of the goods ordered.
13. Any notice to Buyer or Seller shall be deemed duly given when delivered or if mailed by registered or certified mail with or without return receipt on the fifth business day after being so mailed to the respective addresses of the Buyer and Seller in the Purchase Order, unless either party gives notice of a change of such address.
14. Shipment pursuant to this Purchase Order shall constitute an acceptance of these Terms and Conditions, contrary Terms and Conditions contained in Seller's invoice, packaging or other documents notwithstanding.
15. In the event of the material interruption of the business of either the Seller or Buyer by reason of fire, war, act of God, governmental action, or strikes which materially affect the performance of this contract, the party so affected may cancel the order upon notice to the other party for such merchandise which has not been delivered, notwithstanding any other provisions herein.
16. These Terms of Purchase and contract of which they form a part shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made to and to be performed entirely within said jurisdiction. Seller and Buyer agree that the state and federal courts located in New York City shall have exclusive jurisdiction over these Purchase Order Terms and Conditions and any controversies, claims or lawsuits arising out of such Terms and Conditions, and any Purchase Order to which they relate.
17. This Purchase Order is not valid unless signed by an authorized representative of Buyer. **ALL MERCHANDISE DELIVERED HEREUNDER AND THE LABEL AND LABELING THEREOF SHALL BE IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS INCLUDING BUT NOT RESTRICTED TO THOSE PERTAINING TO FIBER CONTENT AND FLAMMABILITY.**
18. All shipments pursuant to this Purchase Order shall be "F.O.B. 30 Dunnigan Drive, Suffern, NY" unless otherwise expressly provided on the face of this Purchase Order.
19. Seller agrees to pay all Attorney fees and other costs incurred by Buyer in enforcing the Terms and Conditions of this Purchase Order.
20. Seller warrants and represents that it has full and complete authority to sell the merchandise described in this Purchase Order and that the design of such merchandise and labels affixed thereto (unless supplied by Buyer), do not violate any copyright, patent, trade dress or trademark laws. Seller shall indemnify and hold harmless Buyer from any costs or expenses incurred as a result of a breach or alleged breach of any of the foregoing representations or warranties.
21. Seller agrees that it shall comply with Buyer's Global Human Rights Policy, a copy of which is contained in our Vendor Code of Conduct, which is posted on Buyer's website at www.dressbarn.com, About Us, For Our Vendors. Seller agrees to complete all compliance forms, questionnaires and other documents requested by Buyer to confirm compliance. Seller represents and warrants that in addition to any representations or warranties, whether written or oral, statutory, express or implied, all merchandise covered

under this Purchase Order (“Merchandise”): (1) is new, (2) is of the highest quality, (3) is fit for the purpose intended, (4) is free from defects in design, materials and workmanship, and (5) conforms with all drawings, specifications, samples or other descriptions applicable thereto. The prior sentence and only the prior sentence shall not apply to any Merchandise specifically designated on this Purchase Order to be “irregular” and instead Seller represents and warrants that such Irregular Merchandise will have only slight imperfections that are barely perceptible and will not affect wear, and will conform with all drawings, specifications, samples or other descriptions applicable thereto. Seller represents and warrants that it has good and marketable title to the Merchandise free and clear of all liens, claims, charges and encumbrances. Seller represents and warrants that the manufacture, sale and shipment of the Merchandise and all labels affixed thereto is and will be in conformity and compliance with all applicable federal, state and local laws, regulations and orders, including, without limitation, the Federal Trade Commission Act, the Fair Labor Standards Act, the Textile Fiber Products Identification Act, the Fur Products Labeling Act, the Wool Products Labeling Act, the Fair Packaging and Labeling Act, and the Flammable Fabrics Act, as amended, and California Proposition 65, and all rules and regulations thereunder, and all applicable laws, rules, regulations and orders of any government or body relating to the export or import licenses or quotas, customs duties, tariffs and the like, or otherwise relating to the export or import of the Merchandise that is subject to this Purchase Order. Seller represents and warrants that reasonable and representative tests of the Merchandise have been made according to the procedures presented by the Flammable Fabrics Act and that the Merchandise is in compliance with the flammability standards of that Act. Seller represents and warrants that the Merchandise is not misbranded, misrepresented, nor falsely or deceptively advertised or invoiced under the provision of the Textile Fiber Products Identification Act, the Fur Products Labeling Act, the Wool Products Labeling Act and the Fair Packaging and Labeling Act and all rules and regulations thereunder. Such warranties shall also be filed by Seller with the appropriate federal agencies and shall be in the form prescribed by the applicable rules and regulations under the foregoing acts. Seller represents and warrants that it carries products liability insurance with combined single limits of no less than one million dollars bodily injury and property damage per occurrence, and a ten million dollar annual aggregate containing a Broad Form Sellers endorsement covering the Merchandise and naming Buyer as an additional insured as well as a provision that the insurance company will not cancel, reduce or change the policy without giving at least thirty days written notice to Buyer. Seller shall present each such certificate of insurance to Buyer as soon as practicable but in no event later than the date of delivery of the first shipment of Merchandise under this Purchase Order. Seller shall send to Buyer, upon Buyer’s request, an updated certificate of insurance. Each of the Seller’s representations and warranties provided in this paragraph shall survive any inspection, delivery, acceptance or payment by Buyer. Seller’s warranties are assignable by Buyer, and shall run to Buyer, its successors and assigns, and to Buyer’s customers and the users of the Merchandise. Seller shall indemnify and hold harmless Buyer from any costs or expenses incurred as a result of a breach or alleged breach of any of the foregoing representations or warranties.