

IMPORTANT NOTICE TO ALL VENDORS: Designer Brands Canada Inc. and its affiliates ("Buyer") are providing this purchase order ("PO") to supplier ("Vendor"). This PO is subject to Buyer's General Terms and Conditions of Purchase, and the Designer Brands Canada Inc. Limited Footwear & Accessories Vendor Guide (collectively, the "Terms"), which are available on Buyer's website at <https://www.dsw.ca/en/ca/vendor/vendor-manual>. Buyer may provide this PO to Vendor by any means, including via email as an attachment. By accepting the General Terms and Conditions of Purchase, the vendor acknowledges receipt and agrees to be bound by the terms and conditions of this PO and the Terms. If this PO is a written confirmation of a verbal order, Vendor agrees that the terms of this PO and the Terms control. Different or additional terms proposed by the vendor are expressly rejected and shall not be part of the transaction.

The general terms and conditions ("Terms") of this purchase order ("PO") constitute an offer by Buyer to Vendor for the outright purchase of all goods, merchandise, materials, works and services listed on the PO, and all property rights therein including all right, title and interest in foreign and domestic industrial and other rights of any nature whatsoever, including personal rights and the right of Buyer and its successors and assigns, to protect the same by patent, trademark, copyright or otherwise ("Goods").

Vendor shall be issued by Designer Brands Canada Inc. a PO in Designer Brands Canada Inc. standard form for all Products, except samples. The parties agree that the purchase of goods and exchange of information will be facilitated via electronic data interchange ("EDI") in accordance with Designer Brands Canada Inc. standard EDI protocols, as amended from time to time. Acceptance by Vendor of PO is expressly limited to, and conditioned upon, acceptance of all the terms and conditions set forth, which terms cannot be altered or amended without Designer Brands Canada Inc. express written consent signed by an authorized agent of Designer Brands Canada Inc. Designer Brands Canada Inc. has the exclusive right to determine how many purchases (if any) are granted to the Vendor.

The parties agree to be bound as follows:

1. **Acceptance of Terms.** Vendor's acceptance of this PO is expressly limited to and conditioned upon acceptance of the Terms, which Terms cannot be altered or amended without Buyer's express written consent signed by an authorized agent of Buyer. This PO constitutes the complete, exclusive and final agreement between Buyer and Vendor. ACCEPTANCE OF THIS PO IS EXPRESSLY LIMITED TO THE TERMS HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE REJECTED WITHOUT FURTHER NOTIFICATION BY BUYER.
2. **Transfer of Interest, Rights, and Title to Buyer; Buyer's Retained Rights.** Acceptance of Buyer's payment constitutes Vendor's transfer of all right, title and interest in Goods. The property rights in Goods extend to all items specially made, prepared, written, designed, or adapted for Buyer's use, including, but not limited to, artwork, drawings, sketches, writings, manuscripts, designs, photographs, and machinery. Vendor warrants to Buyer that Vendor has the full power to transfer to Buyer all such right, title and interest in Goods. Such rights may only be limited or conditioned by these Terms. Where Goods are made bearing Buyer's trademarks, trade names, copyrights, or logos ("Buyer Trademarks"), all right, title, and interest in the Buyer Trademarks shall remain with Buyer at all times. Vendor agrees that all use, and any and all goodwill associated therewith, of the Buyer Trademarks will inure to the exclusive benefit of Buyer and that no goodwill or other interest in the Buyer Trademarks is conferred upon Vendor. Vendor is granted a limited, nonexclusive and nontransferable license and right to use Buyer Trademarks solely for purposes of fulfilling its obligations under this PO. Buyer Trademarks are the sole property of Buyer and nothing contained herein gives Vendor any right, title or interest in the Buyer Trademarks apart from the limited license granted hereunder. Vendor agrees that it will not use, reproduce, display, modify or alter in any way the Buyer Trademarks.
3. **Shipping of Goods.**
 - a. Vendor shall clearly indicate Vendor's name, PO number, location name and number, department number and number of cartons, including style, style number, color, size and quantity of contents contained therein, on the outside of each carton and on each bill of lading or manifest tendered to the shipper. Unless otherwise stated in this PO, all Goods shall be packed for shipment and stored in full compliance with Vendor's standard commercial practices and with the Logistics Guide included in the Additional Terms. FAILURE TO COMPLY WITH ANY REQUIREMENTS OF THIS PO OR THE ADDITIONAL TERMS MAY RESULT IN A CHARGEBACK OR CANCELLATION OF THIS PO. To the extent the Terms conflict with the Additional Terms, the Terms of this PO shall control.
 - b. Unless otherwise stipulated or agreed by Buyer in writing, all Goods are to be shipped Free On Board ("FOB") Buyer's distribution center (Incoterms 2000: Delivered Duty Paid ("DDP") Destination, referred to herein as the "Ship To Destination").
4. **Billing, Invoices, Price, and Payments.**
 - a. Vendor shall prepare a separate invoice for each PO within a shipment. All invoices, bills of lading, packing slips, customs documents (i.e., origin declarations, quota statements, footwear forms, certifications, etc.) and correspondence must be in English and show the: PO number, number of cartons, shipment weight, shipper's name, Vendor's name, full name and address

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of the actual manufacturer of the Goods, routing information, date shipped, and accounts payable vendor number. Invoices must provide a complete description of the Goods by style, style number, color, size, and unit cost, and the technical and commercial description and composition of the Goods. Invoice line detail must be individually extended, and all line totals must be extended to total invoice amount stated specified currency of order. The invoice shall state the full FOB or DDP price per unit and in total, including all prepayments. No charges are allowed for any additional costs including boxing, crating, drayage, or storage unless specifically stated on the PO. If any quota charges, materials, components, packing, tools, dies, molds or similar items are supplied free of charge or at a reduced cost by Buyer or a third party and not reflected in the unit price, the invoice shall separately state these values and describe their nature. If this PO provides a single shipping date, Vendor shall pay all transportation, freight, and insurance charges on all additional shipments. If merchandise is sold on a DDP or Cost of Insurance and Freight ("CIF") basis (as defined under Incoterms 2000), Vendor agrees to provide an invoice or similar document from the shipper evidencing all freight insurance costs. Failure to comply with the above billing terms may result in a delay in invoice processing and chargebacks to Vendor.

- b. All documents shall accurately reflect the actual quantities shipped. All quantities received are subject to verification by Buyer. Differences between the actual quantities shipped. All quantities received are subject to verification by Buyer. Differences between the quantity invoiced and the quantity received will be charged back to Vendor. Each shipment shall be individually manifested. Invoices, packing lists and related documents must be mailed or electronically transmitted and must not be within the shipment. No invoices will be honored or accepted by Buyer if submitted later than 30 days after receipt by Buyer of the Goods.
- c. All prices will be stated in PO currency agreed to. All amounts due will be paid in either Canadian or U.S. Dollars, according to PO. If, prior to shipment of Goods, Vendor reduces its price for the same Goods sold to any other customer of Vendor, the price specified in the PO shall be reduced to match the lowest price for any customer of Vendor. No increase in the price of Goods shall be effective while there is an open PO unless approved in a writing signed by an authorized agent of Buyer. Vendor agrees that prices quoted and shown on the PO include all applicable federal, state and local taxes. No merchandise from Burma (Myanmar) will be accepted.
- d. Designer Brands Canada Inc. shall pay all invoices of Vendor, **Net 60 days + 10 EOM** from "effective invoice date", which is the latter of: 1) date such product is received and accepted at Designer Brands Canada Inc. distribution center; 2) receipt date of Vendor invoice; 3) resolution date of pricing or quantity variance from Designer Brands Canada Inc. purchase order authorization. Where the payment terms are more favorable to Designer Brands Canada Inc. Designer Brands Canada Inc. may elect to pay in accordance with the payment terms set out in Vendor's invoice. All documents shall accurately reflect the actual quantities shipped. All quantities received are subject to verification by Designer Brands Canada Inc. Differences between quantity invoiced and quantity received will be charged back to Vendor.
- e. The prices for the Goods shall be subject to an automatic 1% reduction for worn and damaged Goods, which Buyer will deduct from PO and subsequently from Vendor's invoice. Such reduction shall be in addition to any other rights and remedies Buyer may have under this PO.
- f. All disputes concerning credits claimed by Designer Brands Canada Inc. pursuant to this Agreement must be submitted by Vendor to Designer Brands Canada Inc. within ninety (90) days after the date on which Designer Brands Canada Inc. gave written notice to the Vendor of the claim of such credit. In the case of an unresolved dispute, Designer Brands Canada Inc. may, at its sole election, return all Products to the Vendor. Vendor waives any right that it may have to dispute the existence or amount of such credit if Vendor fails to give such written notice to Designer Brands Canada Inc. within the prescribed 90-day time period.
- g. Vendor agrees and acknowledges that Designer Brands Canada Inc. has the right to claim the contributions, discounts, credits, rebates, and similar monies to which it is entitled, pursuant to the provisions of this Agreement, and may set off the amount of such claims against any of Designer Brands Canada Inc.'s obligations (past, present, or future), to Vendor by giving notice of its decision to set off. In the event that the claim is made by Designer Brands Canada Inc. against a Distributor of Vendor, Vendor agrees to allow Distributor a like set off against their obligations to Vendor.
- h. In the event that Vendor is ever in a debit balance with Designer Brands Canada Inc., Vendor agrees to remit payment to Designer Brands Canada Inc. by certified cheque or wire transfer within thirty (30) days of Designer Brands Canada Inc. notice to Vendor of any such debit balance.

5. Distribution Policies

- a. Vendor agrees to follow the terms outlined in our Domestic Footwear and Accessories Logistics Guide (Vendor Guide) for Shipping Standards, Appointment Making, Advanced Shipping Notification, Carton Specifications, Bar Code labeling, Ticketing, Shipment Discrepancies, Sample Requirements, PO Dating, Late Deliveries, Truck/Trailer loading requirements, and EDI requirements. Vendor agrees that the date of receipt shall be determined by the date of receipt at Designer Brands Canada Inc. receiving location and that the PO is deemed cancelled if shipment is not made prior to the Cancel Date indicated on the PO. Vendor shall not ship after said Cancel Date, or prior to Ship Not Before Date, without written consent by a Designer Brands Canada Inc. authorized representative. Vendor shall immediately advise Designer Brands Canada Inc., identifying the PO ID, if any part of the PO cannot be shipped in time to be received by the date specified. Partial acceptance of a PO shall in no way bind Designer Brands Canada Inc. to accept further deliveries on any other part of same PO, nor shall partial acceptance be construed as waiver of any of Designer Brands Canada Inc. rights to recover damages for late or partial delivery. No Products in excess of quantities ordered shall be shipped by Vendor to Designer Brands Canada Inc. All rejected, cancelled, or returned goods shall be at the Vendor's expense. In recognition of the additional expense incurred (i.e. labor, time, packaging, shipping, etc.) it is within Designer Brands Canada Inc.'s right to charge Vendor an additional handling fee set forth in the Vendor Guide. If Vendor rejects the return, Designer Brands Canada Inc. shall have the right to dispose of the Products in any commercially reasonable manner and obtain damages from Vendor. Under no circumstances will Designer Brands Canada Inc. be liable to Vendor as a result of any cancelled or returned goods shall be at the Vendor's expense. In recognition of the additional expense

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incurred (i.e. labor, time, packaging, shipping, etc.) it is within Designer Brands Canada Inc.'s right to charge Vendor an additional handling fee set forth in the Vendor Guide. cancellation after acceptance for any amount in excess of the purchase price set forth in the PO. Designer Brands Canada Inc. shall not be liable for any incidental, special, exemplary, or consequential damages whether based upon theories of contract, tort, or otherwise.

- b. It is the Vendor's responsibility to ensure that the requirements of the Designer Brands Canada Inc. Vendor Guide are adhered to. Vendor acknowledges and agrees that any deviation from the requirements without notice and approval by Designer Brands Canada Inc. will result in fines for noncompliance as set out in the Vendor Chargeback Policy (section 2.0 of the Vendor Guide). Designer Brands Canada Inc. has the right to impose chargebacks on Vendor to recover or set-off damages/fees caused by Vendor in the event of any variation from the terms of this agreement, variation from the terms of the Purchase Order, shipment of defective goods, or breach of any warranties hereunder. Designer Brands Canada Inc. may communicate policies or procedures or publish the Vendor Guide on a website maintained by Designer Brands Canada Inc. and upon publication upon such web site, Vendor will be deemed to have notice of any additions, deletions, or modifications hereto.
 - c. Vendor hereby acknowledges Designer Brands Canada Inc.'s mandate to adhere to fair and just business practices. Vendor agrees to sign the Business Code of Conduct **annually** and will ensure that all products associated with Designer Brands Canada Inc. will be produced in a safe and healthy workplace, free of forced or compulsory labor, including child labor. Vendor agrees to comply with the environmental regulations set forth regarding the safe and healthy production of goods purchased. Vendor acknowledges that any breach of social, ethical, or environmental principles outlined in the Code of Conduct, will result in an automatic cease of relationship with Designer Brands Canada Inc. Vendor agrees that Designer Brands Canada Inc. shall have the right to inspect Vendor's and Vendor's supplier's facilities, warehouses, and manufacturing plants, via a Designer Brands Canada Inc. authorized representative, including a third party, and may do so without notice prior to the inspection. Vendor shall provide all information relating to the origin and location of manufacture of Products, including compliance with all workplace laws. Vendor further agrees to keep books and records (including without limitation all original documentation), regarding the site of manufacture, inspection reports, fabric content, and any agency relationships with respect to such products, and make such records available to Designer Brands Canada Inc. for inspection immediately upon request.
 - d. Vendor represents and warrants to Designer Brands Canada Inc. that the Products furnished hereunder are: (a) free from defects in materials, workmanship, and fabrication; (b) of the quality, quantity, size, description, and color specified by Designer Brands Canada Inc. (c) new and unused; (d) contained in packaging and affixed with all required tags, labels, and other printed materials; (e) without restriction to be resold and no labels attached thereto need to be removed prior to resale; (f) able to be handled, worn, and used without causing harm to any person or damage to property; (g) in compliance with normal retailing standards with respect to color fastness, wash fastness, and light fastness; (h) of first quality and conform to the affirmations of fact made by Vendor and will pass without objection in the trade; (i) delivered to Designer Brands Canada Inc. from any security interest or other lien or encumbrance of any person and Designer Brands Canada Inc. shall have good title thereto; (j) authentic (not counterfeit), and do not and will not infringe on any foreign or domestic patent, trademark, trade name, copyright, or other similar intellectual property interest. All warranties shall survive inspection, acceptance, and payment by Designer Brands Canada Inc.; defects are not waived by failure to notify Vendor after receipt or inspection by Designer Brands Canada Inc.
 - e. If Vendor is using a carrier designated by Buyer, the risk of loss will pass from Vendor to Buyer when Vendor delivers Goods to such designated carrier. If Vendor does not use a carrier designated by Buyer, the risk of loss will remain with Vendor until Goods are delivered to the Ship to Destination set forth herein. Any of Buyer's equipment, materials, or goods which are in possession or control of Vendor shall be and remain the property of Buyer, and any loss or damage occurring to the same shall be the responsibility of Vendor.
6. **Modification or Cancellation of PO.** At any time prior to acceptance, Buyer may revoke, amend, or modify the Terms of this PO. After acceptance, and notwithstanding any Terms of this PO, Buyer may reasonably adjust the Ship To Destination, the designated carrier, or the scheduled date of delivery, not less than fifteen (15) days prior to the scheduled date of delivery. **UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE TO VENDOR AS A RESULT OF ANY CANCELLATION AFTER ACCEPTANCE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE SET FORTH IN THIS PO. BUYER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON THEORIES OF CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS PO.**
7. **Force Majeure.** Either party shall be excused from performance of its obligations under this PO if such party suffers a force majeure event, which shall mean and be limited to an event caused by an act of God, epidemic, earthquake, fire, flood, riot, civil disorder, terrorism, government regulation or action, or other substantially similar cause, and which could not have been prevented or circumvented by reasonable precautions or commercially accepted processes of the party experiencing the force majeure event; provided that a party that suffers a force majeure event shall immediately inform the other party upon the occurrence of such event and shall take all reasonable steps to remedy the situation so that it is again able to perform its obligations under this PO. A force majeure event does not include labor disputes or shortages of raw materials, transportation, fuel or supplies. Buyer may immediately terminate this PO without liability upon notice of any such force majeure event.
8. **Vendor's Insolvency.** If Vendor becomes insolvent or makes an assignment for the benefit of creditors, a bankruptcy, reorganization, or like proceeding is instituted by or against Vendor in any jurisdiction, or a receiver or trustee is appointed with respect to Vendor's property, Buyer may cancel any PO, in whole or in part (prior to handover by Vendor to the carrier

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designated by Buyer or if no such carrier is designated then prior to delivery of Goods to Buyer). Such cancellation shall be without liability to Buyer and shall not constitute a waiver of Buyer's right to exercise any other rights and remedies available under this PO, the Additional Terms and/or applicable law.

9. Buyer's Rights and Remedies.

- a. **Vendor's Failure to Comply with Terms.** Buyer has the right to impose chargebacks on Vendor or recover or set-off damages caused to Buyer, both as against this PO and any other PO, in the event of (i) any variation from the Terms of this PO, (ii) shipment of defective Goods or breach of any warranties hereunder, (iii) any failure by Vendor to comply with the Additional Terms, including the Buyer's Domestic Footwear & Accessories Logistics Guide (as amended from time to time, the "Logistics Guide," a copy of which may be obtained by accessing Buyer's website at <https://www.dsw.ca/en/ca/vendor/vendor-manual>), the terms of which are incorporated herein, or (iv) any other policies communicated to Vendor by Buyer from time to time. Buyer may communicate policies or procedures, or publish the Logistics Guide, on a website maintained by Buyer and upon publication on such website, Vendor will be deemed to have notice of any additions, deletions or modifications thereto. Vendor shall be solely responsible for monitoring any such changes and ensuring Vendor's compliance therewith. Such changes will be effective and binding upon parties (including Buyer, Vendor, and any affected third parties) upon the date that is thirty (30) days from the date of its publication; provided, however, that modifications that impose additional material obligations on Vendor, excepting those imposed under this paragraph that permit Buyer to recover or set-off damages, will not apply to any POs pending and outstanding as of the effective date of such modification.
- b. **Late Delivery.** The "Cancel If Not Shipped Date" on the front hereof shall be determined by the date of receipt set forth on the applicable forwarder's cargo receipt, ocean, truck, or domestic bill of lading or airway bill. Vendor shall immediately advise Buyer, identifying the PO number and department number, if any part of this PO cannot be shipped in time to be received by the date specified in this PO. This PO is deemed cancelled if shipment is not made before the Cancel If Not Shipped Date. Vendor shall not ship without the written consent of Buyer on or after the Cancel If Not Shipped Date, nor shall Vendor ship before the "Start Ship Date" on the front hereof without Buyer's written consent. At Buyer's option, Buyer may accept a late shipment and pay for Goods received which are in conformance with the PO, reject all or part of the shipment, or cancel all or part of this PO. Partial acceptance shall in no way bind Buyer to accept further deliveries on any other part of this PO, nor shall acceptance be construed as waiver of any of Buyer's rights to recover damages for late or partial delivery. Each PO issued by Buyer to Vendor will be a separate contract and multiple POs are not intended to be parts of an installment contract.
- c. **Excess Goods.** No Goods in excess of quantities ordered shall be shipped by Vendor to Buyer. In the event that excess quantities are shipped, Buyer, in its sole discretion, may accept such additional quantities at a discounted price in an amount determined by Buyer or return the excess Goods to Vendor at Vendor's cost.
- d. **Expenses; Vendor's Resale of Goods.** All rejected, cancelled, or returned Goods shall be returned at Vendor's expense. In recognition of the additional expense incurred by Buyer on returns (i.e., labor, time, packaging, shipping etc.) it is within Buyer's right to charge Vendor an additional handling fee on all Goods returned to Vendor. Handling fees are set forth in the Logistics Guide and are subject to change at any time without notice to Vendor. If Vendor rejects the return, Buyer shall have the right to dispose of the Goods in any commercially reasonable manner and obtain damages from Vendor. Vendor may not resell any Goods, including cancelled product, overstocks, overruns, defectives, and irregulars, which incorporate Buyer's intellectual property, labels, or marks without (i) prior written approval of Buyer and (ii) removal of all such intellectual property, marks and labels.

- 10. **Vendor's Representations and Warranties** By accepting this PO, Vendor represents and warrants to Buyer that Vendor has full right and title to the Goods and that the Goods furnished hereunder: (a) are (i) free from defects in materials, workmanship, and fabrication, (ii) of the quality, quantity, size, description, color and dimensions specified by Buyer, (iii) affixed with all required tags, labels and other printed materials, which are true and correct in all respects, (iv) contained in packaging with tags, labels and other printed materials, which are true and correct in all respects, (v) capable of being resold without restriction and no labels attached thereto need to be removed prior to any such resale, (vi) tested and certified as to containing the ingredients or materials indicated on the label according to accredited testing and certification bodies approved by Buyer and may be handled, worn and/or used without causing harm to any person or damage to property, (vii) fit for such particular purpose and uses, if any, specified by Buyer or otherwise known to Vendor, and (viii) in strict accordance with Buyer's specifications, descriptions and approved samples or prototypes; (b) are in compliance with normal retailing standards with respect to colorfastness, wash fastness and light fastness; (c) will pass without objection in the trade, are of first quality and conform to the promises or affirmations of fact made by Vendor or its agents; (d) are delivered to Buyer free from any security interest or other lien or encumbrance of any person and Buyer shall have good title thereto; (e) are authentic (not counterfeit), are authorized for sale in Canada, the United States, the United Arab Emirates, Bahrain, Kuwait, Oman, Qatar, and Saudi Arabia, and do not and will not infringe on any foreign or domestic patent, trademark, trade name, copyright or other similar intellectual property interest of any person, arising out of or relating to the sale or use of such Goods; (f) are new and unused; (g) comply with all applicable foreign, Canadian, and U.S. federal, state and local laws, ordinances, orders, standards, rules, regulations, including all country of origin requirements established by Customs Services. (h) were manufactured in accordance with Canadian, U.S., and local labor laws and that no Goods were produced using child, forced, indentured or convict labor contrary to legal requirements.

Buyer is not under any duty to inspect Goods before resale and all warranties shall survive inspection, acceptance and payment by Buyer. Defects are not waived by failure to notify Vendor after receipt or inspection by Buyer. Resale, repackaging, repacking, dividing for the purpose of resale or otherwise disposing of the Goods by Buyer shall not be considered an acceptance of the Goods so as to bar Buyer's right to reject the Goods and/or recover damages from Vendor.

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11. Buyer's Inspection Rights. Buyer shall have the right to inspect Vendor's, and Vendor's supplier's facilities, warehouses and manufacturing plants. Vendor shall provide Buyer all information relating to the origin and location of manufacture of Goods, including compliance with all workplace laws. Vendor further agrees to: (i) keep books and records (including without limitation all original documents) regarding the site of manufacture, inspection reports, fabric content and any agency relationships with respect to such Goods; (ii) maintain such books and records for a minimum of 6 years after the sale of such Goods to Buyer; and (iii) make such books and records available to Buyer for inspection, immediately upon Buyer's request.

12. Limitation of Liability, Indemnification, and Insurance

- (1) **Confidentiality.** Each party hereto agrees that all information and material disclosed by it to the other party hereunder shall be deemed confidential, and each party agrees to treat such information and material disclosed to it by the other party as confidential information and shall not disclose it to any other person without the prior written consent of the party from whom it was obtained. Vendor acknowledges that all specifications, descriptions, drawings, blueprints, nomenclature, samples, models, designs, patterns, and other information furnished to Vendor by Designer Brands Canada Inc. constitute the confidential information and trade secrets of Designer Brands Canada Inc., which are to be considered as valuable property, intended to be maintained in perpetuity as trade secret property. Accordingly, the confidentiality and non-use obligations hereunder shall be continuing in nature and shall survive termination of any Product PO.
- (2) **Indemnification.** Vendor agrees, from and after the date Designer Brands Canada Inc. or its agent provides Vendor notice, to appear, co-operate with, indemnify (from the date of this Agreement), defend, protect and save harmless Designer Brands Canada Inc. its successors, assigns, agents, and users of the Products furnished hereunder, from and against all actions, litigations, claims, suits, liabilities, losses, damages, expenses, or costs (including reasonable attorney's fees), which may arise out of, relate to, or be connected in any way with: Vendor's breach of the terms of this Agreement; Vendor's negligence; Vendor's Warranties, as provided herein or by law; Designer Brands Canada Inc.'s advertisements based upon Vendor's specifications for the Products furnished hereunder; including, without limitation, liability based upon death or injury to any person (including Designer Brands Canada Inc. employees) or damage to property resulting or arising, or alleged to result or arise from or out of, the resale and/or use of the Products; Vendor's actual or alleged infringements of any foreign or domestic patent, trademark, trade name, copyright, or other intellectual property rights of any nature whatsoever. Such damages, costs and expenses, in addition to any other damages, costs and expenses shall be paid to Designer Brands Canada Inc. or its agent by Vendor immediately upon demand or Designer Brands Canada Inc. or its agent may deduct or set off said damages, costs and expenses against any sums owed to Vendor under any orders or agreement with Designer Brands Canada Inc. or its agent.
- (3) **Limitation of Liability.** All indemnities, warranties, guarantees and representations shall survive shipment of Products or termination of Purchase Order, are for the benefit of, and shall be enforceable by Designer Brands Canada Inc. any party to whom Designer Brands Canada Inc. resells the Goods, and the officers, directors, employees, affiliates, subsidiaries, heirs, successors and assigns of each of them and shall not be exclusive of any other representatives and warranties made by Vendor, whether express or implied.
- (4) **Product Liability Insurance.** Vendor agrees to obtain and maintain, at Vendor's expense, commercial general liability insurance including coverage for all Products sold to Designer Brands Canada Inc. and in an amount not less than one million dollars (\$1,000,000.00) single combined limit for bodily injury and property damage. Such insurance shall have a broad form vendor's endorsement naming Designer Brands Canada Inc. and its subsidiaries and affiliates and its officers, directors, employees, and agents as additional insureds. Coverage shall not be terminated or changed without at least thirty (30) days prior written notice to Designer Brands Canada Inc. Vendor shall furnish Buyer with certificates of insurance at the time of the first purchase by Buyer and evidence of all renewals, listing the coverages and amounts therein. The purchase of such insurance and furnishing of such certificates shall not satisfy any of Vendor's obligations hereunder or in any way modify Vendor's agreement to indemnify Buyer as provided herein.
- (5) **Administrative Monetary Penalty System – AMPS.** Vendor represents and warrants that all documentation and/or information in respect of products that vendor supplies to Designer Brands Canada Inc. are complete, accurate, and in full compliance with all requirements, including without limitation, tariff classification, value declaration and the tariff treatment claimed, as mandated by the Canada Customs and Revenue Agency ("CCRA"). Vendor hereby indemnifies and holds Designer Brands Canada Inc. harmless from and against all claims, duties, assessments, and penalties (and any interest thereon) that may be assessed by CCRA against Designer Brands Canada Inc. arising from the failure of Vendor to complete and/or provide the appropriate party with such requisite documentation and/or information.
- (6) **Assignment.** This Agreement may not be assigned or transferred by any party without the prior written consent of the other party. Vendor and Distributor hereby consent to the assignment by Designer Brands Canada Inc., and each of Designer Brands Canada Inc.'s operating locations, to their respective Customers of all Vendor warranties and rights to Vendor support with respect to the Products effective as of the date of each customer's purchase of Product(s).
- (7) **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.