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| Vendor |  |
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Effective Date of Agreement: December 2011

**Business Terms:**

**Pricing** The RoomPlace requires our vendors to hold all pricing for products purchased for a minimum of one year. Price changes after that time must be in writing and negotiated with the buyers at The RoomPlace. Any approved price changes will be effective 60 days from date of first notification to allow time for changes to be made in system.

**Cancellation/Revision Policy Domestic Vendors:** The RoomPlace requires our vendors to allow cancellations and revisions on domestic purchase orders 14 days prior to shipment.

**Import Vendors:** The RoomPlace requires our vendors to allow cancellations and revisions on import purchase orders 30 days prior to shipment.

**Import Security Filing / 10 + 2**

The RoomPlace requires our Vendors to book containers through Mode Transportation at least 2 weeks in advance of the intended date for the loading of the container on the vessel for exportation. During peak season, containers should be booked 3 weeks in advance, whenever possible, but no later than 2 weeks in advance of the intended date for the loading of the container on the vessel for exportation.

The Vendor must provide complete ISF Documentation (ISF Data Elements Form and ISF Booking Data Form) at the time that the containers are booked through Mode Transportation. A failure to provide complete ISF Documentation may result in the refusal to book the container; the inability to load the container on the vessel; and/or substantial penalty or liquidated damages. ISF Documentation must be updated if the information reported changes.

The RoomPlace requires our Vendors to assist in assuring that our supply chain is secure and that only those goods ordered by the RoomPlace are packaged in the shipping container. The Vendor must assist in assuring that physical, personnel, procedural and Information Security measures may be implemented to meet the requirements of the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism.

**Lacey Act**

All items subject to Lacey Act require the foreign vendor to complete the Lacey Act form called PPQ 505. This form requires the GENUS and SPECIES name of the wood product incorporated into the finished item, as well as the country of cultivar for that wood plant material.

The PPQ 505 Form can be accessed at:

[http://www.aphis.usda.gov/plant\\_health/lacey\\_act/downloads/declarationform.pdf](http://www.aphis.usda.gov/plant_health/lacey_act/downloads/declarationform.pdf)

The GENUS and SPECIES names for various plants can be accessed at:

<http://www.plants.usda.gov/classification.html>

The Food, Conservation, and Energy Act of 2008, effective May 22, 2008, amended the Lacey Act by expanding its protection to a broader range of plants and plant products. As amended, the Lacey Act now makes it unlawful to import, export, transport, sell, receive, acquire, or purchase in interstate or foreign commerce any plant, with some limited exceptions, taken in violation of the laws of a US State or any foreign law that protects plants. The Lacey Act is enforced by Animal and Plant Health Inspection Service (APHIS), which is a division of the United States Department of Agriculture (USDA) and is regulated by US Customs at the time of importation.

### **Anti Dumping**

Vendor warrants that as of the date of this Agreement antidumping and countervailing duties are not applicable to the products. Should an antidumping investigation be initiated in the United States after the date of this Agreement, Vendor agrees to reimburse the RoomPlace for any antidumping or countervailing duties assessed on merchandise that is:

- (a) Sold before the date of publication of an order applicable to the merchandise; and
- (b) Exported before the date of publication of the final antidumping determination.

**Factory of Origin** We expect our vendors to inform The RoomPlace of the factory of origin for each group prior to first shipment. In addition, any changes in the factory of origin must be provided to The RoomPlace in writing at the time of acknowledgment of the order. The correct manufacturer must be accurately reported in the Importer Security Filing. This agreement shall continue until terminated by The RoomPlace.

### **Packing Lists**

The RoomPlace requires our vendors to provide packing lists with all invoices in order to ensure proper processing of payments. Failure to provide packing lists can result in delay of payment. The RoomPlace also requires packing lists to show individual cube information as well as total cube usage.

Domestic Shipments: The RoomPlace requires our vendors to provide packing lists for all domestic shipments. Packing lists on domestic shipments must be inside the truck and attached to the last piece where it is visible when truck is first opened.

Import Shipments: The RoomPlace requires our vendors to provide packing lists for all import shipments. Packing lists on import shipments must be inside the container and attached to the last piece where it is visible when container is first opened.

### **ACH Transfer**

The RoomPlace will make payments to domestic (US) banks via ACH transfer. In order to ensure payment of ACH Transfer we require the following information on your company letterhead. Once we receive all of the needed information it will take approximately two weeks to set-up your ACH payment with our bank:

- Account Name
- Account Number
- Routing Number
- Email address of the individual at your company to whom we send verification of payment amount

### **Wire Transfer**

The RoomPlace will make payments to banks outside of the United States via wire transfer. In order to ensure payment of Wire Transfer we require the following information on your company letterhead. Once we receive all of the needed information it will take approximately two weeks to set-up your wire transfer payment with our bank:

-Account Name -Account Number -Swift Code -Email address of the individual at your company to whom we send verification of payment amount

**Check & Wire Transfer Process** The RoomPlace processes checks and wire transfers once per week on Friday and mail the checks the following Monday. Tuesday is the cutoff day for approved invoice processing for the week. Invoices with a due date of Friday of that week that have been approved by a business owner by Tuesday of that week (and it's in the hands of the Accounts Payable Dept) will be processed for payment that week on Friday. Invoices received in Accounts Payable on Wednesday thru Friday of that week (regardless of approval or due date) will place them in subsequent weeks check run.

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**Defective Merchandise** The RoomPlace requires that each vendor to provide effective methods to minimize and resolve any product defects and/or damages. As a key step in minimizing shipping and handling damage, we require all vendors to comply with our Packaging Handbook. Our Packaging Handbook can be found at our ftp site at: <ftp.theroomplace.com> under Terms & Conditions/Packaging Requirement Handbook folder. Please review the requirements carefully. Any exceptions to the Handbook must be agreed with us in advance and recorded on this form. We reserve the right to refuse to receive product that products not packaged according to the Handbook (as modified by any exceptions listed below).

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| <u>Exceptions to the RoomPlace Packaging Handbook</u> |  |  |  |
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Unless otherwise agreed in writing, all products sold to The RoomPlace shall be new and unused, meet the specifications and will comply with all applicable laws. The RoomPlace requires all vendors to have no less than a ONE (1) year warranty against any material or manufacturing defects from date of customer receipt, on all items.

**Parts**

Parts are ordered by our Parts Department. All parts are to be clearly marked, in English, with the vendor name, description, part number(s), The RoomPlace SKU number and The RoomPlace order number for identification. If replacement parts are not available, 100% credit or return-to-vendor is to be authorized on all defective, in-warranty products. The Vendor must also provide a complete list to the Parts Department of all parts available for a new group at the time of purchase along with their corresponding vendor sku numbers.

The RoomPlace requires that each vendor make all parts available for every item a minimum of one year AFTER it has been discontinued by The RoomPlace. When an item is discontinued, arrangements must be made for the following procedures to still be effective until at least one year has passed. If you prefer, you can arrange to provide a one year stock of parts in advance to be held at our Distribution Center.

Domestic Vendors: Parts ordered are to be received at our Distribution Center within 10 business days of the order. In-warranty parts are to be shipped No Charge, including freight. After 10 business days, disposition of merchandise awaiting parts will be determined according to our pre-arranged agreement, shown below.

Import Vendors: If you have a domestic warehouse, parts are to be received, at the ship-to location, within 10 business days of the order. If you do not have a domestic warehouse, parts will be bulk ordered and stocked in our Parts Center. For this arrangement, a parts order will be placed with a new group to be shipped with the initial shipment of the item, No Charge, via ocean freight. All subsequent stock orders are to be shipped within 30 business days of the order. If there are no containers available, the parts are to be shipped via air freight, No Charge, including freight. Disposition of merchandise awaiting parts beyond these time frames will be determined according to our pre-arranged agreement, shown below.

**In-Home Service and Workshop Labor**

If The RoomPlace’s technicians or service partners are able to repair defective merchandise, The RoomPlace will repair any manufacturing defects or packaging damage identified within the agreed upon warranty period, and submit a Vendor Chargeback for labor credit. In-home service is calculated at \$55 USD per visit (\$70 USD per visit for leather specialists). Workshop labor is calculated at \$40 USD per hour. The RoomPlace reserves the right to adjust this rate, as needed. Should either party determine that the cost to repair a defective item is prohibitive, disposition of the merchandise will be according to our pre-arranged agreement.

**Disposition of Defective Merchandise**

If the Vendor requests, they may review any product that has been determined to be defective, prior to our issuance of a Vendor Chargeback for credit or return. This review and approval, either via a fax, e-mail or an actual visit to our Distribution Center, must occur within 10 business days of notification by us. After this timeframe, The RoomPlace will deem any outstanding Vendor Chargebacks approved.

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The RoomPlace will handle merchandise that is to be salvaged or donated as a courtesy to the vendor. All defective products, however, must be cleared within the 10 business day timeframe-once approved. If it cannot be salvaged or donated and is not picked up by the vendor, it will be disposed of without liability to The RoomPlace.

**Epidemic Failure**

In the event that an epidemic failure occurs on a product, vendor shall work with The RoomPlace on a quick and efficient settlement. An epidemic failure is defined as:

- Product that is not manufactured to pre-approved specifications, requirements, or governmental or industry standards.
- Product that experiences an excessive quality related return rate as determined by The RoomPlace.
- Product that represents a significant or material safety risk to end customers.

**Vendor Chargebacks**

Any chargebacks may, at The RoomPlace’s absolute discretion, be offset against pending payment due to the vendor, or may be presented as invoices to the vendor for payment within 30 days. Any exceptions to the above business terms for individual furniture groups must be agreed to by The RoomPlace in writing. Our relationship is subject to this agreement and The RoomPlace’s Forms and Terms and Conditions of purchase which can be found at our ftp site at: <ftp.theroomplace.com>, in effect from time to time, and these terms will be deemed accepted by vendor upon the shipment of any products or acknowledgment of a purchase order.

**Terms**

The vendor shall defend, indemnify and hold The RoomPlace harmless from any claims, demands, suits, losses, liens and other costs or expenses, including, without limitation, reasonable attorneys’ fees, arising from or relating to the actual or alleged: (a) flaw, failure or defect in the design or manufacture of any product, or any breach of warranty; (b) violation of any law, order, rule, or regulation by the products or their sale; (c) infringement of any intellectual property or proprietary rights; (d) claims of injury, death or property damage; (e) any delays in the booking of the container; the loading of shipment onto the specified vessel; or penalties or liquidated damages resulting from the failure to provide the ISF Documentation in a timely manner as provided for in this Agreement; and (f) any potential penalty action as a result of violation of The Lacey Act, which could be civil action (i.e. monetary fines); criminal action (i.e. fines, penalties and/or potential incarceration); or forfeiture (i.e. dispossession of the plant or plant product in question). A violation of The Lacey Act may be declaring false information on the PPQ Form 505 or failure to provide the PPQ Form 505 in a timely manner. Title and risk of loss of products will not pass to The RoomPlace until it has been received by The RoomPlace at the designated ship-to point in good and marketable condition. The terms of the relationship between The RoomPlace and the vendor are subject to Illinois law.

Please sign below and return to The RoomPlace

Vendor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_