

ORVIS®

DROP SHIP MANUAL

REVISED:2/07/20

TABLE OF CONTENTS

INTRODUCTION	3
DROP SHIP DEPARTMENT CONTACTS	
REQUIREMENTS	
SYSTEM REQUIREMENTS	
DROP SHIP OPERATIONS	
PROJECTIONS	4
NON-ORVIS BRANDED PRODUCT	
ORVIS BRANDED PRODUCT	
PACKAGING	4
SAMPLE APPROVAL	
NO PRODUCT SURPRISES	5
SHIPPING INSTRUCTIONS	
SHIPPING METHODS	
SMALL PACKAGE & DOMESTIC DELIVERY	
LARGE/OVERSIDED PACKAGE DELIVERY	
COMMERCIAL DELIVERY	
SPECIAL HANDLING DELIVERY	
INTERNATIONAL DELIVERY	
ADDITIONAL DELIVERY INSTRUCTIONS	
CANCELLATION OF A CUSTOMER ORDER	6
PRODUCT REPLACEMENTS	7
PERSONALIZED/CUSTOM ORDERS	
PRODUCT RECEIVED DAMAGED	
UPS SHIPMENTS	
ALL OTHER NON-UPS CARRIERS SPECIAL NOTE	
RETURNS	8
GENERAL RETURNS	
TERMS & CONDITIONS OF SALE	
ASSIGNMENTS AND SUBCONTRACTING	
CHARGEBACKS	
VENDOR NET	
VendorNet	9
ORDER TRANSMISSIONS	
ORDER TRANSFER FROM VENDORNET TO SUPPLIER	
COMMUNICATIONS	
SHIPMENT CONFIRMATION & INFORMATION	10
INVOICING PROCEDURES	
VENDORNET OPERATION INSTRUCTIONS	
ORVIS VENDOR DROP SHIPMENT AGREEMENT	1A-7A

Introduction

Orvis takes great pride in offering superior products and exceptional customer service. Our customers expect an outstanding shopping experience from us, whether a product ships from our warehouse or from a vendor's warehouse. The same level of pride, quality, care, and service is required of our drop ship vendors. We ask for your support and dedication so that we can be confident that our customers will have a positive experience and shop with us again.

We work only with drop ship partners we feel are committed to matching our level of service for timeliness, quality, and customer communication. Our supplier relationships are a very valuable piece of our business success. Thank you for being a part of our success.

Drop Ship Department Contacts

Please call 540-494-6020 to get in contact with a Drop Ship Department team member.

Please call 540-345-6789 to get in contact with Accounts Payable.

Requirements

All drop ship vendors should read and be familiar with all requirements within the Drop Ship Manual. By signing the Drop Ship Agreement, the drop ship vendor has agreed to all requirements within the Orvis Drop Ship Manual.

System Requirements

Computer requirements: PC (Microsoft Windows) or Mac, Internet access, Internet Explorer 7 or higher, e-mail address, Microsoft Word 2003 or higher, and a laser printer.

Drop Ship Operations

All vendors will receive orders through VendorNet and must ship and invoice all orders via this system.

All vendors must enter shipping and invoice information into VendorNet within twenty-four (24) hours of actual product shipment.

All vendors are responsible for maintaining accurate ship dates in VendorNet as this information is directly linked to our customer notification system and will be relayed to our customers.

All vendors are subject to all late-delivery and back-order charge backs as listed below.

Shipping will be billed to the Orvis third-party account unless approved by the Drop Ship Coordinator or Logistics Manager in advance of shipment.

Projections

After a vendor has been chosen to participate in the drop ship program, sales projections in units will be sent to the vendor by Orvis and will contain the following information:

- unit forecast based on criteria such as past history (or similar products) *
- unit cost—this is the agreed-upon cost to Orvis, including any applicable drop ship fees

- description of the item
 - Orvis SKU # (our item number featured in catalog/web)
 - vendor style #
 - vendor's product information
- *This is only an estimate—we do not guarantee we will sell the exact amount.

Non-Orvis Branded Product

The projections sent are intended for information and planning purposes only. The vendor may choose to use this information to commit to raw materials and production time at the vendor's own risk. Orvis is not responsible for any finished goods or raw materials remaining at the end of the product cycle.

Orvis Branded Product

At the end of the product-cycle period, the vendor will send Orvis a list of remaining finished goods to which the company has committed. Orvis will then sell through the remaining inventory by:

- 1) Presenting the product in a future catalog at full price. Product may remain on the Orvis website at full retail.

Or:

- 2) Promoting the product in a sale vehicle (catalog/web) at a discounted price to accelerate relief of remaining inventory.

Packaging

All packages are to appear as if they have shipped from Orvis.

All vendors must use the standard VendorNet packing list and standard labels to ensure we maintain Orvis brand identity. If a custom packing slip needs to be created for your ERP system or Logistics provider, please call 540-494-6020 to get in contact with a Drop Ship Department team member.

No vendor telephone numbers, fax numbers, email addresses, or company addresses are allowed anywhere on the inside or outside packaging, or on the labeling materials. Vendor hang tags are not allowed without prior written consent from Orvis. Assembly instructions/directions must be written in English and must not contain any vendor information such as name, telephone number, logo, email, or website.

Sample Approval

A sample of each new product, or each new product with any packaging changes, must be sent to the Orvis Service Center in Roanoke, Virginia; Attn: Vendor Compliance Specialist.

Samples need to be sent no less than eight weeks prior to the start of sales so that we may verify packaging standards have been met, and ensure specifications, dimensions, and features are entered into the Orvis order-entry system in a timely manner.

Samples need to be shipped to the OSC in the same carton packaging that will be used when product is shipped to our customer. All samples must include an example of personalization where applicable, so we may verify and approve specifications, including quality, size, font, and number of characters, which must meet Orvis guidelines. Our packaging specialist will review and comment on the packaging, presentation, and the ability of the product to be shipped without damage. If your package has received an ISTA, please include this notification on the sample.

All samples will be returned to the vendor.

Failure to comply with sample and packaging approval may result in a charge back.

No Product Surprises

Federal law states that any product we ship to our customers must match our catalog photo and description. Therefore, any product you send to our customers must not deviate from what has been approved by the product merchant.

Shipping Instructions

Time is of the essence. We must fulfill our customers' orders quickly and accurately to meet our service goals

and legal requirements. Federal regulations govern the type and timing of communication between our company and our customers when a product they have ordered is not available for immediate shipment. Since you play an integral part in our compliance with this law, you must be fully aware of what we expect.

1. When confirming a due date on the purchase order, you must notify us immediately via VendorNet if there is a chance that this date cannot be met. We will do our best to work out another mutually agreed upon date.
2. It is your responsibility to monitor and meet the due date.
3. If you cannot deliver approved product by a promised due date, you will be charged back.

If shipment of item(s) is not completed within the agreed upon time frame, Orvis reserves the right, without liability, in addition to its other rights and remedies, to terminate this contract. Termination will be considered effective when Orvis receives notice of items not yet shipped or services not yet rendered. Orvis has the right to purchase substitute items or services elsewhere and charge vendor for any loss incurred.

For non-personalized/non-special orders, vendor is to acknowledge, to actually ship the product, and to process the order as shipped in VendorNet within one (1) business day following transmission of order information to VendorNet.

Personalized or special-order vendors must ship within the agreed upon number of calendar days, following the order transmission to VendorNet. However, all orders must be acknowledged as received within one (1) business day of order transmission. All orders must actually be shipped and be processed as shipped in VendorNet within the agreed upon number of calendar days.

Vendor is responsible for monitoring and updating orders in VendorNet. Orders must not be allowed to age past their expected ship date. If for any reason, the vendor is unable to ship within the lead time, updates in VendorNet are mandatory. Failure to comply with shipment dates will result in charge backs.

Shipping Methods

SMALL PACKAGE & DOMESTIC DELIVERY

All shipments 150-lb Dim Wt. and under must ship via ground via the designated Third-Party Company using Orvis' assigned account number. Please contact Logistics@orvis.com for third party account numbers and additional shipping instructions. Be sure to observe all Third-Party Company size and weight restrictions.

When shipping packages via the Third-Party, enter the Orvis purchase order number(s) in the reference field(s) 1. and/or 2. Please use numerals only, and do not use any text or dashes.

LARGE/OVERSIZED PACKAGE DELIVERY

For all shipments greater than 150-lb Dim Wt., or for international routing, please contact a member of the Orvis Drop Ship Department for specific routing instructions. Orvis Drop Ship Department: 540-494-6020

All carrier information must be noted on the packing list for the customer and noted in VendorNet on the customer order. If this information is not included, or for some reason the vendor cannot comply with indicated method of shipment, place a comment on the purchase order in VendorNet to alert the Drop Ship Customer Support team.

COMMERCIAL DELIVERY

For delivery to Orvis Retail Stores or other commercial locations, vendors must refer to the Routing Guide in the Hard Goods Manual found at www.orvis.com/vendorinfo.

SPECIAL HANDLING DELIVERY

If any item is scheduled for "At Your Service" delivery, it will be noted on the customer order through VendorNet. For these items, Orvis will contact the designated carrier and send a copy of the order with a pick-up request to the carrier, who in turn, will contact the vendor to arrange pickup.

If the vendor requires further instructions, or has not been contacted by our carrier, please message the customer's order on VendorNet, or call the Drop Ship Department at 540-494-6020 for further instructions.

INTERNATIONAL DELIVERY

We do not accept or allow Drop Ship to ship internationally. For exceptions, please contact a Drop Ship Department team member: 540-494-6020.

ADDITIONAL DELIVERY INSTRUCTIONS

Do not ship or label merchandise to the “Sold To” address listed on the order. All shipments should be sent to the designated “Ship To” address.

Post Office Boxes: If an order arrives with a PO Box listed in the “Ship To” area, please message the customer’s order on VendorNet, or call Drop Ship Department at 540-494-6020 for further instructions.

Cancellation of a Customer Order

If a customer cancels an order that has already been sent to the vendor for fulfillment, a message will be sent to the vendor via VendorNet, advising the vendor of the cancellation. The vendor must then promptly reply to the comment, via VendorNet, advising the status of the order.

If the order has not yet shipped, it will then be cancelled by both the vendor and the Orvis Customer Support Department.

If the order has already shipped, the customer will be notified to return the merchandise to Orvis.

If the vendor fails to reply and/or act upon the cancellation request and ships the product, the vendor will be charged back. If the delivery is refused, the vendor will need to issue a credit memo to Orvis when the merchandise is received back at their facility. Please see the charge back section of this manual for further information.

Product Replacements / Recall / Withdrawal

Vendor shall, at its own cost and expense, promptly, and in no event in more than thirty (30) days following notice from Orvis, replace or repair the defective or nonconforming Products and pay for all related expenses, including, but not limited to, charges for Orvis to withdraw, charges to store such defective or nonconforming Products, charges for the transportation and the return of the defective or nonconforming Products, relabeling, and the delivery of conforming, repaired or replacement Products to Orvis or its customers.

PERSONALIZED/CUSTOM ORDERS

If a customer receives a Personalized or Custom Order that is incorrect, the replacement order will be at the expense of the party causing the customer’s dissatisfaction. If Orvis sends inaccurate information to the vendor, the replacement will be at Orvis’s expense. If the mistake is due to vendor error, the replacement will be at the vendor’s expense. If a replacement does not fit into any of these categories, the Drop Ship Department will contact the vendor to negotiate an appropriate course of action.

Product Received Damaged

UPS SHIPMENTS

Claims for items damaged, lost in transit, or delivered beyond the guaranteed transit time must be filed by the vendor with UPS, and reimbursement will be made by the carrier, provided the vendor shipped in accordance with the Orvis routing instructions.

Replacement orders will be entered by Orvis and shipped to the customer by the vendor at the vendor’s expense.

ALL OTHER NON-UPS CARRIERS

Claims for items damaged, lost in transit, or delivered beyond the guaranteed transit time will be filed by Orvis with the carrier, and reimbursement will be made by the carrier, provided the vendor shipped in accordance with the Orvis routing instructions.

Replacement orders will be entered at Orvis’s expense and shipped to the customer by the vendor at Orvis’s expense. SPECIAL NOTE

If a vendor ships any package not previously approved, and the items are subsequently found to have been insufficiently packaged to protect against damage, the vendor will be charged for replacement orders when a claim is denied by the carrier for this reason.

Returns

All merchandise sold by Orvis carries our unconditional guarantee. We take great pride in our product, customer service, and customer satisfaction, and sell only those products that we would be proud to own or give. We feel our vendors need to stand behind the quality of their products as well by offering the same unconditional guarantee to Orvis.

Orvis reserves the right to return to vendor any customer returns for any reason up to sixty (60) days after the customer received the product.

GENERAL RETURNS

If a customer returns merchandise to a vendor, the vendor will need to issue a credit memo to Orvis and message VendorNet with the credit memo information. All customer returns are received at our Roanoke, Virginia Fulfillment Center. At least monthly, Orvis will send to the vendor all products that have been returned by our customers and credit the vendor's account for the return, where appropriate. Orvis will pay for return shipping where appropriate but will not be responsible for any re-stocking fees.

Terms & Conditions of Sale

Releasing the order in the VendorNet indicates acknowledgement of an electronic order. Any proposal for additional or different terms or any attempt by vendor to vary in any respect any of the terms of this offer is hereby objected to and shall not be binding on buyer.

All drop ship orders are subject to all Terms and Conditions contained in this document, in the Vendor Drop Ship Agreement, as well as all Terms and Conditions of Purchase, which can be found at www.orvis.com/vendorinfo.

Assignments and Subcontracting

No part of any order may be assigned or subcontracted without prior written approval of buyer.

Charge Backs

We have implemented charge back penalties as a way to recover the costs of non-compliance with our drop ship and compliance requirements. To be clear, we are not in the business of making money on charge backs. However, we are in the business of satisfying our customers. If you supply us with complete, accurate, and timely information, we will work with you to help avoid charge backs.

It is in both Orvis's and the vendor's best interests to be in compliance of these requirements. Below is a summary of charge backs that may be incurred for failure to meet the terms and conditions of the agreement.

Compliance Issue	Charge back
Failure to supply packaging sample no less than eight (8) weeks before the start of expected inclusion in our product line.	\$200.00
Failure to reply to Orvis Customer Service within one (1) business day.	\$25.00 per day
No packing list. Not an approved Orvis packing list. Packing list not on outer-most packaging along with Country of Origin for all foreign shipments.	\$100.00
Merchandise not free of non-authorized vendor information such as address, hang tags, or web information.	\$100.00
No child-warning label on poly bags with an opening of five (5) or more inches.	\$100.00

Past-due order, late delivery, or date change from original date without approval.	15% of invoice (\$10.00 minimum)
Failure to transmit shipment/tracking information to VendorNet within twenty- four (24) hours, or within the agreed-upon time as stated in the contract agreement for shipment which includes handing off to carrier.	\$100.00
Failure to use Orvis-approved shipping carrier or shipping method.	Additional cost to Orvis, plus \$50.00
Packaging that does not meet UPS and Common Carrier Standards.	\$100.00
Multiple date changes on a customer order due to production and/or supply issues.	15% of invoice, \$10.00 minimum
Secret Shopper Violations: when selected as part of the Secret Shopper Program, any variation from the original product or packaging will result in a charge back.	\$200.00 per variation
Product surprises: product shipped to the customer differs from the agreed upon product.	\$100.00
Duplications of customer orders: vendor is responsible to implement safeguards to prevent duplicate shipments of customer orders.	\$25.00 per order, plus the cost of shipment
Failure to print orders from VendorNet within one (1) business day.	\$25.00 per day, per order
Failure to reply and/or act upon a cancellation request, or if the product is shipped after cancellation notification	\$25.00 per order, plus the cost of shipment

VendorNet

ORDER TRANSMISSIONS

All orders for drop ship items are submitted to our drop ship vendors via an internet-based system known as the VendorNet. Orvis transmits orders to VendorNet several times each day. Upon completion of the transmission, an automated email is sent to all vendors who have new orders submitted that day.

This system streamlines the information flow for vendors who ship directly to Orvis customers from their facility. VendorNet is integrated with the Orvis host system, allowing drop ship order information to be automatically delivered to this accessible website.

ORDER TRANSFER FROM VENDORNET TO SUPPLIER

Once orders have been submitted via VendorNet from Orvis, orders can be retrieved by printing directly from the website, or by extracting the data from the website using EDI standard format.

For non-personalized/non-special orders, vendor is to acknowledge, to actually ship the product, and to process the order as shipped in VendorNet within one (1) business day following transmission of order information to VendorNet.

Personalized or special-order vendors must ship within the agreed upon number of calendar days, following the order transmission to VendorNet.

COMMUNICATIONS

Once we receive and process an order in our system, the customer may request to cancel, change, verify shipment, or trace the shipment. These inquiries are posted to VendorNet by Orvis each day. You will be notified via automated email regarding any orders that have been placed on a "Comment Hold" status. We require that you respond to these inquiries within twenty-four (24) hours.

REQUEST	ACTION
Cancellation	Confirm you were able to cancel the order. We will credit our customer's account upon receipt of confirmation.
Change	Confirm that you have made the requested change.
Shipping Inquiry	Provide a shipping date and a tracking number.
Trace Request	Provide a status update of the shipment. If you cannot provide a validated proof of delivery, we will issue a debit memo for the cost of the product, drop ship fee, and freight. It is your responsibility to file a claim for reimbursement with the carrier.
Parts Request	Verify that you are able to ship the parts requested. Provide a ship date, so that we can let our customer know when to expect the parts. Include a tracking number if applicable.

Shipment Confirmation & Information

All shipping information must be entered into VendorNet within twenty-four (24) hours of shipment. Shipment information must include ship method, ship date, and tracking number (if applicable).

Invoicing Procedures

No paper invoices will be accepted. Invoice information is to be posted to VendorNet within twenty-four (24) hours of the shipment leaving your facility.

Invoicing is done via VendorNet. If you have any questions or problems, please contact Drop Ship Department at 540-494-6020 or place a comment on VendorNet for assistance.

Net Terms begin on the date invoiced.

When invoicing, DO NOT include a drop ship fee or freight costs. The drop ship fee will already be included in the cost of the product, and the freight is paid by Orvis. If there is a discrepancy with the product cost, please place a comment on the order and do not ship until pricing issues have been resolved.

For any discrepancies in invoicing and payment, please contact Accounts Payable immediately.

VendorNet Operation Instructions

Orvis will supply vendors with a VendorNet operations manual along with setup and training.

ORVIS VENDOR DROP SHIPMENT AGREEMENT

This ORVIS VENDOR DROP SHIPMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 20_____, by and between The Orvis Company, Inc., a Vermont corporation maintaining its principal office at 178 Conservation Way, Sunderland, VT 05250 ("ORVIS"), and _____, a _____ corporation, maintaining its principal office at _____ (hereinafter "Vendor").

WHEREAS, Vendor produces and/or distributes certain products and ORVIS is a retailer that sells a variety of products via catalogs, retail stores, on-line website, and by other means;

WHEREAS, Orvis may issue to Vendor, Supplier Zone Purchase Orders ("POs") for products of Vendor for drop shipment to customers of Orvis, as such PO's are accepted by Vendor (such products are hereinafter referred to as the "Products").

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. VENDOR'S RESPONSIBILITIES

Vendor agrees to perform the following responsibilities during the term of this Agreement and to be responsible for all associated costs and expenses:

A. Quality Assurance, Procedures, and Samples. The Products supplied by Vendor will conform in every manner to the samples, models, drawings, plans, specifications, and other descriptions provided by Vendor to Orvis for advance review and approval of such Products by Orvis or specifications provided by Orvis and accepted by Vendor. The Products will include all features, services, and parts that are represented by Vendor at the time of presentation of the Products to Orvis as being part of the Products, and Vendor will fulfill Vendor's warranty and other obligations to consumers. No product specifications will be altered by Vendor unless approved by Orvis or required by law.

B. Order Processing. Vendor will receive purchase order information ("Order Information") from Orvis for drop-ship sales of Products to Customers electronically, upon the terms described in Orvis's Drop Ship Manual which can be found at www.orvis.com/vendorinfo as the same may be revised from time to time by Orvis.

C. Shipping and Fulfillment. Time is of the essence regarding Vendor's shipment of Products. Orvis and Vendor will mutually agree upon: (i) the location from which Vendor will ship Customer orders; (ii) the method of shipment; and (iii) the applicable shipping and handling charges, all as set forth in Orvis's Drop Ship Manual. All orders must be shipped via the designated Third-Party Company using Orvis's Third-Party Billing # unless otherwise notified by Orvis. Vendor will be responsible for all non-Third-Party freight, packing, shipping, delivery, and appropriate installation functions and costs related to successful fulfillment of Customer orders. All shipping and handling costs will be included in the applicable "Shipping Confirmation(s)" (as defined below) and segregated from Orvis's Product cost as set forth in the applicable PO submission.

Vendor will ship all Customer orders within one (1) business day following Orvis's transmission of the Order Information to Vendor, and Orvis will receive from Vendor, within twenty-four (24) hours following shipment, confirmation that said Product(s) have been shipped ("Shipping Confirmation[s]"). The Shipping Confirmation will include the Customer's name and address, date of shipment, freight expense, and tracking number. [Notwithstanding the foregoing, customized Products must be shipped within _____ business days.]

All Product shipments must be shipped in a manner that guarantees arrival to the Customer no later than five (5) days from the date of the applicable order transmission, and Vendor agrees that Orvis will have the right to charge Vendor a charge back/late charge equal to the amount outlined in Orvis's Drop Ship Manual, if Product is not shipped to Customers in accordance with the provisions of this Agreement and Orvis's Drop Ship Manual.

D. Fraudulent Sales. The parties agree to cooperate to help reduce fraudulent sales. Accordingly, Vendor agrees to use commercially reasonable efforts to stop shipment to Customer(s) when Orvis notifies Vendor that an order may be fraudulent in nature (e.g., unauthorized use of a credit card).

E. Inventory. Vendor will be required, except for perishable products, to have in stock and ready for shipment not less than one (1) week prior to the proposed date for promotion of the product, the number of product units set forth

in the applicable Inventory Commitments described in the Orvis drop ship manual. For inventory back orders, charge backs will apply in accordance with the drop ship agreement.

Nothing contained herein will constitute a guarantee, warranty, or representation by Orvis that any Customer will subscribe to the sales promotion or order any or all of the Products.

All finished Product units held in stock, work in process, and raw materials will remain Vendor's property. Vendor assumes all risks pertaining to each Product, including but not limited to, those related to the production, storage, delivery, and salability of the Product.

F. Packaging. All packages and packaging must comply with Orvis's Drop Ship Manual and will include Orvis's Customer Service Department information for customer service and return authorization purposes. For Vendors using non-approved packaging, charge backs will apply in accordance with the Orvis drop ship agreement, which can be found at www.orvis.com/vendorinfo.

G. Customer Service. Vendor, in conjunction with Orvis Customer Service, will manage the complete handling of all Customer correspondence, call tags, requests for proofs of delivery, tracers, and claims for non-delivery or damages, Customer Returns communication and processing, as well as all of the necessary responses to the Customers to be communicated by Orvis Customer Service. Any Customer correspondence received by Vendor will be immediately forwarded to Orvis.

All orders requiring correction or communication will be handled by Vendor within one (1) business day. Vendor will designate sufficient numbers of persons as may be necessary to immediately respond to Customer concerns received by Orvis Customer Service and communicated to Vendor by telephone, facsimile, computer links, or other method.

For Vendors not responding to Customer inquiries as set forth above, charge backs will apply in accordance with the Orvis drop ship agreement which can be found at <http://www.orvis.com/vendorinfo>.

H. Undelivered, Defective, or Damaged Products. Risk of loss and damage to the Products will remain Vendor's responsibility and will not pass to Customer until the delivery service delivers the Product to the Customer's point of destination. Vendor will have the obligation to trace packages. Freight charges for the return of non-conforming, damaged, or defective Products returned to Vendor by the Customer may be credited to the Customer by Orvis and charged to Vendor. Each Customer may return all such nonconforming, damaged, or defective products ordered for conforming Products for a refund.

I. Returns. All Products sold by Orvis carry Orvis's unconditional guarantee. Orvis expects Vendor to stand behind the quality of Vendor's Products and offer Orvis the same guarantee. Orvis Customer Service will handle all communication with the Customer regarding Product Returns instruction and order replacement if necessary due to defective or damaged merchandise. All Customer Returns will be sent to the Orvis Service Center (OSC), unless otherwise agreed upon, for processing. Orvis reserves the right to return to Vendor any Customer returns for any reason. Unless otherwise agreed to or instructed by Orvis in writing, and except for Products that are damaged, defective, or non-conforming, for which there will be no time limit for returns, Vendor hereby agrees to accept any and all returned Products, for any reason or no reason, for a period of sixty (60) days from the date such Product is received by the applicable Customer.

J. Customer Billing, RTV, Return Credits, and Reports. Orvis Customer Service will handle all Customer billing. All Customer-returned merchandise will be accumulated at the OSC and returned to Vendor (RTV) at least once a month. Orvis is not required to request an RA or ask permission from the Vendor. Orvis will inventory and credit Orvis's account with the Vendor based on Orvis's purchase price for such Products returned. In addition, Orvis will credit for the amount of shipping and handling charges paid by Customer if Products are returned because they are non-conforming, damaged or defective, or because of breach of any express or implied warranties relating to Products.

K. Data Processing. Vendor will produce all Customer order information, Shipping Confirmations, reports, forms, labels, and other communications required between Orvis and Vendor pursuant to the terms of this Agreement and Orvis's Drop Ship Manual. Vendor agrees to protect customer information and will take appropriate precautions to prevent breached or inappropriate use by Vendor or their employees.

L. Warranty. Vendor agrees that Vendor will honor all of Vendor's warranty obligations relating to all Products sold prior to and during the term of this Agreement. This provision will survive the termination of this Agreement.

M. Standards of Conduct & Advertising Claims. Vendor agrees to comply with all standards of conduct published from time to time by Orvis. Vendor acknowledges and agrees that there is a common interest between Vendor and Orvis in advertising claims relating to the Products and agrees that all such claims will be in compliance with all laws

and government rules and regulations regarding deceptive advertising and substantiation of advertising claims. Vendor will not include, in any product packaging or labeling, Vendor's address, telephone number, web site address, or other contact information without Orvis's prior written approval.

2. ORVIS'S RESPONSIBILITIES

Orvis agrees to perform or provide the following services for Vendor during the term of this Agreement and be responsible for associated costs and expenses:

A. Marketing. Orvis will market the Products in one (1) or more of its catalogs, retail stores, and/or web site, and also may, at its option, utilize package inserts, direct mail, and other marketing methods, and any other channel(s) of distribution. Orvis makes no representation or warranty about its efforts to market any Products, or about the amount of catalog, store, or web space, if any, that will be used to promote the sale of any Products.

B. Order Processing. Orvis will provide telemarketing and order processing services with respect to the Products consistent with Orvis's normal business practices. Orvis will receive and process check, money order, and credit card orders. Orvis will be responsible for processing any credit card charge backs and returned checks.

C. Orvis Customer Service. Orvis will maintain an "800" number for inquiries from the purchaser of the Products (the "Customer"). Orvis will determine the manner in which Customer complaints are resolved.

D. Pricing. Orvis will be free to unilaterally establish its own resale prices and terms with respect to the Products. Vendor will have no authority to instruct Orvis as to what its resale prices must be, or to interfere with Orvis's independent establishment of resale prices.

E. Inventory Commitments & Forecasts. Orvis will provide inventory commitments and forecasts upon the terms and conditions in accordance with the Orvis drop ship agreement, which can be found at www.orvis.com/vendorinfo.

3. PRICE, BILLING, PAYMENTS; TERMS AND CONDITIONS

A. Price. Orvis will pay Vendor for Products shipped. Payment terms are Net 45 from the date the order is invoiced, or as otherwise agreed upon by the parties. All prices set forth in the PO Submission will be fixed for a period of one (1) year from the date thereof. Orvis will pay the Vendor solely for the cost of the Product. Orvis is not responsible to Vendor for other fees or costs.

B. Billing. Vendor will submit a statement to Orvis, in a form acceptable to Orvis and on an agreed upon billing cycle, for all Products shipped to Customers during that billing cycle. Orvis will pay Vendor in accordance with the terms of this Agreement.

C. Other Terms and Conditions. All Products sold by Vendor to Orvis under this Agreement and orders shipped by Vendor to Customers must comply with all Terms and Conditions of Sale. Terms and Conditions of Sale can be found at <http://www.orvis.com/vendorinfo>, as the same may be modified by Orvis from time to time.

D. Orvis Drop Ship Manual. The terms and conditions of the Orvis Drop Ship Manual, which can be found at www.orvis.com/vendorinfo, as the same may be revised from time to time by Orvis, shall govern all purchases of Product under this Agreement and the party's relationship under this Agreement.

4. TERM, TERMINATION AND DEFAULT

A. Term. The term of this Agreement will be for a one (1) year period commencing on the date first written above (the "Term"). This Agreement shall be automatically renewed for successive one (1) year Terms, unless either party delivers to the other party a notice of non-renewal in writing at least sixty (60) days prior to the expiration of the initial Term or the then current Term. After termination, Vendor agrees to make the Product available for sale by Orvis for a period of one hundred twenty (120) days; provided, however, that the parties may, by mutual agreement, extend the period of product availability.

B. Termination. (1) Without cause. Either party may terminate this Agreement without cause following ninety (90) days written notice to the non-terminating party. (2) Breach. Either party may terminate this Agreement in the event of a breach by the other party, provided the breaching party fails to cure said breach within thirty (30) days

following receipt of written notice thereof from the non-breaching party.

5. REPRESENTATIONS AND WARRANTIES CONCERNING THE PRODUCTS

Vendor represents and warrants to Orvis that:

- A. Title to Products delivered to Orvis will be free of all liens, claims, debts, and rights of third parties.
- B. The Products are and will be genuine and not adulterated, misbranded, or mislabeled within the meaning of the Federal Food, Drug and Cosmetic Act.
- C. The Products are not articles that may not be introduced into interstate commerce.
- D. The Products (and all components of the Products) will not be subject to any import quota, restriction, rule, or regulation preventing the importation or sale of the Products or any component thereof, and will not be subject to any duty, tariff, or penalty.
- E. The Products will be free from all defects in material, workmanship, and design.
- F. The Products will be merchantable and safe, appropriate and fit for the particular purposes for which products of that kind are normally used.
- G. The Products have been produced, manufactured, sold, and shipped in compliance with all applicable federal, state, and local laws ("Legal Requirements").
- H. The Products do not and will not infringe upon any trademark, copyright, patent, or intellectual property rights of any other person.
- I. The genuine origin of the Products will be stated on the Country of Origin Declaration, Invoice, Visa, and other importation documents, and no shipment will be illegally transshipped from any other country. These representations and warranties shall survive this Agreement and are in addition to and without prejudice to all other warranties expressed or implied by law.

6. INSURANCE

Vendor shall provide and maintain, at Vendor's sole cost and expense, and at all times while providing Products or Warranties to Orvis, and for at least a period of five (5) years from the date Vendor receives the applicable PO, insurance coverage of the types and in such amounts provided herein with a company that has an A.M. Best Co. rating of "A-" or better. Vendor's insurance shall be written for not less than the limits of liability specified herein or required by laws or regulations, whichever is greater.

"Additional Insured Parties" shall mean The Orvis Company, Inc. and its officers, directors, agents, and employees.

Vendor shall provide and maintain the following coverage(s):

Commercial General Liability Insurance. The insurance shall be occurrence type protecting against claims arising from personal injury, bodily injury (including death) and property damage arising out of or in connection with the Products. The policy shall also include: (1) products and completed operations coverage; and, (2) contractual liability coverage for Vendor's indemnification obligations. The insurance shall be primary and not excess or contributing with any insurance or self-insurance maintained by Orvis. The policy limits shall be in at least the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. This insurance shall name the Additional Insured Parties as additional insured and include a waiver of subrogation in favor of the Additional Insured Parties. Such additional insured coverage shall be provided through ISO form CG2015 1219 or its equivalent (to be approved by Orvis). Vendor will also provide and maintain foreign liability coverage consistent with the above requirements.

Workers Compensation and Employers Liability Insurance. This insurance shall be maintained in accordance with applicable law and provide coverage and protect against all claims under applicable law. Vendor will waive, and cause its policy to waive, all rights of subrogation against Orvis. The workers' compensation policy limits are statutory. The Employers Liability insurance shall not be less than \$500,000 each accident, \$500,000 each employee by disease, \$1,000,000 disease policy limit.

Automobile Liability Insurance. For vendors who will drive on Orvis' premises, this insurance shall be occurrence type and protect against all claims for bodily injury (including death) and property damage. This insurance shall name the Additional

Insured Parties as additional insured and include a waiver of subrogation in favor of the Additional Insured Parties. The policy shall have a combined single limit coverage of at least \$1,000,000 each occurrence or accident, covering all owned, non-owned and hired vehicles.

Excess/Umbrella Liability Insurance. This insurance shall provide coverage for bodily injury, personal injury, and property damage and follow form and apply excess of the Commercial General Liability, Employer's Liability, and Automobile Liability insurance above. The policy limits shall be in at least the amount of \$1,000,000 per occurrence and aggregate.

Additional Requirements:

Deductibles/Self Insured Retentions. Vendor shall disclose all deductibles and/or self-insured retentions on the certificate of insurance. Approval of deductibles and self-insured retentions shall be at the sole discretion of the Orvis. When approved by Orvis, such deductibles and self-insured retentions shall be the responsibility of and be paid by Vendor.

Insurance Certificates. Prior to providing any Products, Vendor shall furnish Orvis certificates of insurance that indicate insurance coverage as required herein. No payment shall be due until a compliant ACORD insurance certificate has been issued to Orvis.

Insurance Changes. The insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) Days prior written notice by certified mail has been given to Orvis.

Confirmation/Non-waiver. Vendor shall also provide any applicable insurance documentation, including without limitation, any policy, declaration, schedule, or endorsement, requested by Orvis to confirm compliance with the insurance requirements. Failure of Vendor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Orvis to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Vendor's obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

No Representation. By requiring insurance herein, Orvis does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability.

Subcontractors. If Vendor utilizes any third party ("Subcontractor") to assist in the production of any Product governed by this Agreement, Vendor will require any such Subcontractor to provide the same insurance coverages required of Vendor herein. Vendor will require Subcontractor to provide certificates of insurance evidencing such insurance is in effect. Vendor will require Subcontractor to waive all rights of subrogation against the Additional Insured Parties.

7. INDEMNITY

Vendor agrees to indemnify, defend, and hold harmless Orvis and Indemnified Persons from and against any and all losses arising out of or relating to or resulting in any way from

- A. Any actual or alleged death of or injury to any person, damage to any property or any other Losses that result, or is claimed to result, in whole or in part, from any actual or alleged
 - a. Defect, whether latent or patent, in the Products provided, including, without limitation, actual or alleged improper construction or design.
 - b. Breach of any express or implied warranty.
 - c. Failure of any goods to comply with applicable law (including Losses arising from seizure or other acts of any government officials in connection therewith).
- B. Any actual or alleged breach of the covenants and agreements contained in an order or these terms and conditions.
- C. Any actual or alleged violation by the Products or their manufacture, possession, use or sale, of any law, statute or ordinance, or any governmental order, rule, or regulation.
- D. Any other actual or alleged act or omission of Vendor, its directors, officers, employees, agents or subcontractors. Orvis will have the right to participate in the defense of any such claim at its own expense.
- E. Any actual or alleged infringement of any trademark, copyright, patent, or other intellectual property rights or any actual or alleged unfair competition.

“Indemnified Persons” will mean Orvis, its directors, officers, employees, agents successors, assigns, customers and users of its products. “Losses” will mean: any actual or alleged damages, claims, liabilities, losses, costs, and expenses, including, without limitation, attorneys’ fees, profits, penalties, and punitive damages.

1. CONFIDENTIALITY/ CUSTOMER INFORMATION

Vendor will not advertise or publish the fact that Orvis has contracted to purchase Products from Vendor and will not disclose any information relating to this Agreement or any PO Submission to any third party. Vendor will treat all information furnished by Orvis or obtained from Orvis’s customers as confidential and will not share, pro- vide, or disclose any such information to any third party, or use such information itself for any purpose other than performing Vendor’s obligations to Orvis.

ALL CUSTOMER INFORMATION TRANSMITTED TO THE VENDOR IS THE PROPERTY OF ORVIS, AND MAY NOT BE RETAINED BY THE VENDOR FOR ANY REASON, AND ALL SUCH CUSTOMER INFORMATION MAY NOT BE USED BY VENDOR FOR MARKETING ANY OTHER PRODUCT OR SERVICE TO ANY CUSTOMER.

2. MOST FAVORED NATION

Vendor agrees that during the term of this Agreement it will not sell to any other retailer the same Product at a price lower than the price offered to Orvis for said Product.

3. RELATIONSHIP OF PARTIES

Vendor is acting solely as an independent contractor of Orvis. As an independent contractor, Vendor will be fully responsible for all persons employed by it to render the services under this Agreement, including without limitation Social Security taxes, workers' compensation insurance premiums, and any other payments required to be made to Vendor’s employees.

4. MISCELLANEOUS

A. Assignment. Orvis has the right to assign this Agreement to any company directly or indirectly controlling, controlled by, or under common control with Orvis. Vendor may not assign any rights, obligations, and/or claims under this Agreement without Orvis's prior written consent, and any attempted assignment without consent will be void.

B. Bankruptcy. In the event either party or any successor or assign is or becomes subject to any voluntary proceeding (or any involuntary proceeding in which that party or any successor or assign either admits insolvency or the proceeding is not dismissed within sixty (60) calendar days after commencement) under any Chapter of the Federal Bankruptcy Code or any state insolvency statute, the other party, its successors or assigns reserve the right to terminate this Agreement immediately, notwithstanding any provisions contained in this Agreement to the contrary.

C. Governing Law. This Agreement, and the legal relationship between Vendor and Orvis, will be governed by Vermont law, without regard to conflicts of law principles. Any legal action or proceeding with respect to this Agreement may be brought only in the state or federal courts located in the State of Vermont, and each party hereby accepts the jurisdiction of such courts.

D. Entire Agreement. This Agreement, along with the Orvis Drop Ship Agreement, which can be found at www.orvis.com/vendorinfo, sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings and agreements, whether oral or written.

E. Entire Agreement. This Agreement, along with the Orvis Drop Ship Agreement, which can be found at www.orvis.com/vendorinfo, sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings and agreements, whether oral or written.

F. Amendments. This Agreement may not be modified or amended except by a written instrument of like formality and effect executed by both parties, and each shipment made by Vendor will be deemed to be made only upon the terms and conditions contained in this Agreement.

G. Notices. All notices or other communications required or permitted under this Agreement must be in writing, addressed to the address first written above or to such other address for a party set forth in a notice given to the other party, and sent to the intended recipient by prepaid registered mail, or overnight commercial courier, and will be effective upon delivery to the intended recipient.

H. Waivers. Each party acknowledges and agrees that any failure on the part of the other party to enforce at any time, or for any period of time, any of the provisions of this Agreement will not be deemed or construed to be a waiver of such provisions or of the right of said party to thereafter enforce each and every such provision.

I. Headings. The headings and sub-headings used in this Agreement are for convenience only and are not a part of this Agreement.

J. Reformation. If any provision of this Agreement is declared null, void or otherwise unenforceable, such provision will be deemed to have been severed from this Agreement, which will otherwise be and remain in full force and effect according to its remaining terms.

K. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original but all of which, together, will constitute one (1) and the same instrument.

IN WITNESS WHEREOF, Vendor and Orvis have caused this Agreement to be duly executed as of the date here in above written.

You agree your electronic signature is the legal equivalent of your manual signature on this Agreement.

VENDOR NAME: _____

Name: _____

Title: _____

E-Signature: _____

THE ORVIS COMPANY, INC.

Name: Andre Vaquero

Title: Merchandise Systems Coordinator

E-Signature: Andre Vaquero