



(Revised: 12/2001)

STEIN MART STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Acceptance/Entire Agreement. This writing is an offer by Stein Mart Buying Corporation ("Stein Mart") to buy the goods and/or services described on the face hereof ("Products") from the seller to which this offer is addressed ("Seller"), subject to the terms and conditions set forth in this document and on the purchase order of which it is a part. This is not an acceptance of any offer by Seller to sell. Stein Mart hereby objects to any additional or different terms contained on any of Seller's quotation, acknowledgment, invoice or other forms, correspondence, or in any other communication from Seller. This offer expires 30 days from its date or upon prior written notification thereof to Seller, unless goods conforming hereto are subsequently shipped by Seller and accepted by Stein Mart. The terms of this offer, when accepted by Seller explicitly, by shipment of goods in response to this offer or otherwise, shall constitute the entire agreement between the parties on the subject hereof, superseding all prior communications and negotiations.

2. Prices. All prices are firm for the terms of this Agreement, and no additional charges will be allowed unless specifically provided for on the face hereof. All time periods for determining payment due dates and availability of discounts commence with Stein Mart's receipt of the Products or receipt of an invoice, whichever is later.

3. Delivery; Anticipation. Seller shall deliver the Products within the time, which is of the essence, to such locations and in the quantities and at the prices specified in any document in which these Standard Terms are incorporated, in accordance with Stein Mart's specifications (as well as the sample approved by Stein Mart, if any). If Seller fails to comply with such requirements, Stein Mart may, in addition to any other rights or remedies, cancel this order and be relieved of all liability for any undelivered portion. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Stein Mart's delivery schedule. Products received in advance of Stein Mart's delivery schedule may, at Stein Mart's option, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date. Failure by Stein Mart to insist upon strict performance shall not constitute a waiver of any of the provisions of this order or waiver of any default.

4. Risk of Loss. The risk that Products may be lost, damaged or delayed in transit shall be borne by Seller until actual receipt of them by Stein Mart in conformity with the terms of this order.

5. Warranties/Remedy. Seller warrants that all Products supplied hereunder shall be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller; be free from any defects in design, material or workmanship (latent or otherwise) and be of good and merchantable quality; conform to Stein Mart's specifications and the sample approved by Stein Mart, as the case may be, and be fit for the known purposes for which purchased hereunder and comply and have been produced, processed and delivered in conformity with all applicable federal, state or other laws, administrative regulations and orders. Seller agrees that Stein Mart may assign its rights in the foregoing warranties to third parties, and such warranties shall survive inspection, delivery and payment and shall run in favor of Stein Mart, its successors and assigns and its customers, whether direct or indirect.

6. Taxes. Except as otherwise expressly set forth on the face of this order, Stein Mart shall not be liable for any federal, state or local taxes, duties, customs, or assessments of any kind in connection with the sale, purchase, transportation, use or possession of the Products ordered hereunder.

7. Cancellation by Stein Mart. Stein Mart shall have the right to cancel this order without cause and in such event Stein Mart's liability for cancellation shall be limited to Seller's actual cost for work and

materials, applicable solely to this order, which shall have been expended before notice of cancellation has been received by Seller. Stein Mart may, at its option, cancel this order without liability to Seller (except for conforming shipments previously accepted by Purchaser) in the event Seller shall cease to exist or become insolvent or the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any part of its obligation hereunder.

8. Intellectual Property Warranty; Indemnity. Except to the extent Products are ordered in accordance with Stein Mart's design, Seller warrants that the sale or the use of the Products furnished hereunder will not infringe or contribute to infringement of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of another in the United States or elsewhere, or subject Stein Mart or its customers (direct or indirect) to royalties in the United States or elsewhere; and Seller shall indemnify Stein Mart, its successors and assigns and its customers, whether direct or indirect, against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of an actual or alleged breach of this warranty.

9. Fair Labor Standard Certificate. Seller hereby certifies that all Products furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such goods.

10. Remedies. Seller shall be liable for all damages, direct and indirect, resulting from the breach of any of the terms and conditions contained on this offer. No waiver of a breach of any provision of this contract shall constitute a waiver for any other breach of such provision. Stein Mart reserves all rights and remedies in law and equity in addition to those specially listed in this offer.

11. Non-assignability. Seller shall not assign or sublet the work to be done hereunder without the prior written consent of Stein Mart; but this provision shall not restrict Seller in the procurement of component parts or materials. If this order shall be terminated for Stein Mart's convenience, Stein Mart's liability to Seller with respect to such parts or materials shall not exceed the amount for which Seller would be liable to its supplier or suppliers if such liability were determined on the basis of paragraph 13 hereof.

12. Packing and Shipping. All items shall be suitably packed, marked conspicuously with Stein Mart's purchase order number, and shipped in accordance with shipping instructions specified herein and otherwise in accordance with the requirements of common carriers so as to obtain the lowest transportation cost. Stein Mart shall have the right to route all shipments. No charge shall be made to Stein Mart for packaging, boxing, or cartage unless separately itemized on the face hereof. Seller shall be liable to Stein Mart for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions or improper description of the shipment in shipping documents shall be Seller's responsibility. Immediately upon shipment Seller is to notify Stein Mart, advising of complete shipping and routing information.

13. Governing Law. **This offer and any agreement of sale resulting from the acceptance hereof shall be governed by and construed in accordance with the laws of the State of Florida (without reference to principles of conflicts of laws).**