



(Revised: 04/2015)

## STEIN MART STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Acceptance/Entire Agreement. This writing and the order form which incorporates these Standard Terms is an offer by Stein Mart, Inc ("**Stein Mart**") to buy the goods and/or services described on such order form ("**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 in addition to any other rights or remedies, 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 so long as notice of cancellation has been received by Seller prior to Seller's shipment of such Products to Stein Mart. 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 a design specified by Stein Mart, 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, trade dress 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. 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.

10. 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.

11. Packing and Shipping. All items shall be suitably packed, marked conspicuously with Stein Mart's purchase order number, and labeled and shipped strictly in accordance with Stein Mart's packaging and shipping instructions and EDI requirements which are posted on the Stein Mart Supply Chain Vendor Portal [<https://vendors.steinmart.com/Pages/landing.aspx>]. As these requirements may be updated from time to time, it is the sole responsibility of the Seller to review these requirements prior to shipping to insure compliance with all Stein Mart business requirements. 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 business requirements 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.

12. Vendor Code of Conduct. Seller agrees to comply with all of the terms of Stein Mart's "Vendor Code of Conduct" as amended from time to time and as is available on Stein Mart's website. Moreover, Stein Mart will not knowingly accept Product which was manufactured using convict, forced, indentured labor or child labor, or manufactured in violation of any applicable labor, workplace safety or environmental law or regulation. Should Stein Mart identify violations to any of the requirements in its Vendor Code of Conduct or this section, Stein Mart retains the authority to cancel existing purchase orders, suspend business activity until the issue is corrected, or terminate the business relationship entirely. Moreover, each delivery of Products furnished hereunder constitutes a certification by Seller that: (w) Seller is in compliance with Stein Mart's Vendor Code of Conduct, (x) Seller has refrained from the direct or indirect use of forced labor or human trafficking, (y) Seller shall conduct such regular announced, independent, 3<sup>rd</sup> party inspections as it reasonably deems appropriate of all factories and facilities used in the production, packaging, and transport of Product intended for sale, use, or benefit by Stein Mart to insure compliance with this provision, and (z) 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. Stein Mart reserves the right to make unannounced visits to all facilities producing/handling our product at any time when we have reason to believe our Vendor Code of Conduct is being violated. Stein Mart also reserves the right to use an independent third party of our choice for investigations to ensure compliance with its Vendor Code of Conduct.

13. Stein Mart Conflict Mineral Compliance Policy. Stein Mart fully supports the humanitarian goals of the Dodd Frank Act and is committed to conducting its business operations in a manner that complies with all applicable laws and regulations regarding conflict minerals. We are committed to working with our supply chain to increase transparency regarding the origin and traceability of minerals contained in our products with the Stage 2 goal of ensuring all products sold by Stein Mart to our customers are "DRC Conflict-Free" by the end of 2015. Stein Mart will follow the current Organization for Economic Cooperation and Development (OECD) framework to incorporate proper due diligence measures into our supply chain regarding trade in conflict minerals. To comply with these requirements Stein Mart will: i) Inform our vendors of this Conflict Minerals Policy and its relationship to Stein Mart's Vendor Code of Conduct; ii) Take measures to increase the likelihood that we are able to source products from our vendors which are DRC Conflict-Free; iii) These measures will

include adopting, disseminating and incorporating this policy in related purchase orders, contracts and other appropriate agreements with vendors; iv) Encourage our vendors to track and improve their performance in sourcing minerals from their vendors which are validated as being DRC Conflict-Free in accordance with a national or internationally recognized due diligence framework; v) Annually make training materials available to our buying group focused on education and awareness of DRC Conflict-Free initiatives.

Communications supporting the above initiatives detail the following requirements which will apply to all Stein Mart vendors: i) Assist Stein Mart by responding to all inquiries regarding compliance with SEC regulations related to conflict minerals and provide all necessary declarations; ii) Undertake reasonable due diligence, consistent with the Organization for Economic Cooperation and Development (OECD) current guidelines, within their supply chain seek to determine the chain of custody and origin of the conflict minerals. Due diligence includes developing policies and management systems to use DRC Conflict-Free minerals, including making these requirements apply to their direct vendors and sub-tier vendors and requiring them to do the same with lower tiers of vendors; iii) Make commercially reasonable efforts to comply with information requests on the source and origin of conflict minerals in the parts, components or materials provided to Stein Mart. This includes completion of the EICC-GeSI (Electronic Industry Citizenship Coalition – Global E-Sustainability Initiative) conflict minerals reporting template; iv) Maintain chain of custody data for five years and provide the same to Stein Mart upon request.

At this stage of the process, we have focused our efforts on surveying and educating our vendors regarding the initiatives detailed above. Stein Mart will continue to work with any non-responsive/non-compliant vendors with the intent to reach full compliance by the end of 2015. Following this initial period, Stein Mart intends to seek remedies for non-compliance with this policy. These remedies may include: i) Issuance of Business Recovery Charge due to a vendor's failure to respond to inquiries or provide necessary documentation; ii) Notification of Stein Mart Conflict Minerals Policy violation and our intent to terminate the business relationship within 90 days if not corrected; iii) Suspension of business activity until Stein Mart is assured the vendor or its contractor has corrected the issue and taken all necessary action to prevent future violations; iv) Termination of the business relationship including the cancelation of all existing contracts and/or purchase orders; v) Report illegal activity to the appropriate authorities.

14. Venue; Applicable Law. The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida (without reference to principles of conflicts of law). All legal actions arising out of or connected with this Agreement must be instituted solely in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, and all parties hereto do hereby agree to submit to the exclusive personal jurisdiction of such courts.