

KOHL'S TERMS & CONDITIONS

NON-MERCHANDISE PURCHASE ORDER

1. **PURCHASE ORDERS.** You, as a vendor (including all of your agents, subcontractors or suppliers) desiring to sell goods and/or services to Kohl's (hereinafter, "Seller") shall be bound by this Kohl's Terms & Conditions Non-Merchandise Purchase Order (hereinafter, "Order") in addition to Kohl's Terms of Engagement for Kohl's Business Partners as also set forth on www.kohlssuppliers.com and for all goods, products and materials (collectively, "Goods") and services ("Services") sold by Seller to Kohl's Department Stores, Inc. (hereinafter, "Kohl's"). This Order expressly limits acceptance to the terms and conditions stated herein and any additional or different terms prepared by Seller in an invoice or otherwise are objected to and rejected. Seller agrees that all prior negotiations with regard to the Goods and/or Services ordered herein are merged herein and that this Order shall constitute the complete and exclusive contract between Kohl's and Seller with respect to such Goods and/or Services. Any estimate or forecasts of Kohl's' future needs for Goods or Services which may be provided to Seller by Kohl's are for long range planning purposes only and shall in no way represent a commitment by Kohl's. Kohl's shall have no responsibility or liability for any actions taken by Seller based on such estimates or forecasts. If this Order is referenced as part of a request for proposal or bidding event, this Order will become binding only if Seller is expressly awarded business by Kohl's.

2. **SHIPMENT OF GOODS.** If Goods are not shipped and/or Services are not performed in accordance with the dates specified, Kohl's may, without any liability, cancel the Order by a written notice to the Seller. The time of delivery and performance is of the essence in this Order. If the Goods and/or Services are not shipped or performed exactly as specified in the Order, in addition to all other available remedies, Kohl's may assess Seller a charge equal to five percent (5%) of the invoice as liquidated damages. Acceptance of any part of the Order shall not bind Kohl's to accept future shipments or Services, nor deprive Kohl's of the right to return Goods and/or Services already accepted. Goods returned by Kohl's will be returned at the Seller's risk and expense. Seller hereby waives any right to cure improper tender which might otherwise be available under law. In the event Seller fails to accept or facilitate Kohl's' return of defective and/or damaged Goods within a reasonable period of time after receiving Kohl's' notice, then Kohl's shall, in addition to all other rights and remedies set forth herein or available under law or equity, have the right to dispose of the defective and/or damaged Goods as Kohl's sees fit and Seller shall waive all rights to the defective and/or damaged Goods thereafter.

3. **PRICE; SHIPPING; DELIVERY.** Each shipment must be carefully packed and the packing slip must accompany each shipment showing this Order number, item numbers, and complete description of contents. Any damage or loss caused by Seller's failure to pack properly shall be paid by Seller. No separate charges for packing, drayage, or storage shall be made and Kohl's is responsible for only the lowest rate of transportation on shipment unless otherwise specified herein. Separate Orders shall not be combined on one packing slip. The invoice shall be mailed separately from shipment to the address set forth on the bottom of the front of this Order. Invoices dated after the twenty-fourth of the month will be billed as of the first of the following month. Kohl's shall not be responsible for any shipments of excess Goods above the quantities set forth in our Order. Seller acknowledges and agrees that any such excess Goods shall become the sole and exclusive property of Kohl's with no additional payments owed from Kohl's to Seller for such excess Goods.

Seller shall furnish Kohl's with proof of delivery at Kohl's' request. In the event of Seller's failure to notify Kohl's' Accounts Payable Department in writing within six months following shipment of Goods in completion of Services pursuant to this Order of Kohl's' nonpayment of Seller's invoices, Kohl's shall have no further obligation to pay Seller for Goods shipped or Services provided pursuant to this Order.

4. **CANCELLATION.** Kohl's may cancel this Order in whole or in part without Seller's authorization and at Kohl's' sole and absolute discretion in the event of any of the following, each of which it is agreed will substantially impair the value of the whole Order to Kohl's: (A) there is any breach of Seller's warranties hereunder, (B) there is any delay in delivery or performance or departure from delivery and routing instructions, (C) there is any variation from the quantities, quality, specifications, samples, assortment, prices or other terms and conditions specified in this Order, (D) there is any breach of Seller's obligations hereunder, (E) the Goods or Services become the subject of any Claim (as defined in Section 12 "Indemnification") by any third party, (F) Seller becomes insolvent or makes an assignment for

the benefit of creditors, or a receiver for Seller's assets or business is appointed or Kohl's reasonably believes Seller may become insolvent or subject to bankruptcy proceedings, or (G) fire, flood, earthquake, tempest, strikes, war, acts of God, civil commotion, or other causes beyond Kohl's' reasonable control. In such event, Seller shall immediately stop all Services and provision of Goods and observe any instruction from Kohl's as to Services and Goods in process. Cancellation for any of the foregoing reasons shall constitute "for cause" and shall not subject Kohl's to any liability, cost, or charge whatsoever. Kohl's may also cancel this Order in whole or in part without cause at any time. In the event of such cancellation, Kohl's' liability to Seller shall be limited to the contract price of that portion of this Order fully and properly performed prior to such cancellation.

5. **PRICE PROTECTION.** If, before the date of final delivery or final performance under this Order, Seller offers to sell or sells Goods or Services substantially similar to that ordered herein to another similarly situated purchaser at a lower price and/or on terms more favorable to such purchaser than are stated herein, the terms of this Order are hereby revised to equal the lowest price and/or most favorable terms at which Seller sells such Goods or Services, and payment hereunder shall be made accordingly.

6. **COMPLIANCE WITH LAWS; SELLER COVENANTS.** Seller represents and warrants that (A) Seller (including its subcontractors and suppliers) has and will comply with all Applicable Laws relevant to Seller's performance under this Order; and (B) all Goods and Services purchased pursuant to this Order are produced, processed, manufactured, represented, described, packaged, labeled, advertised, sold, performed, invoiced and shipped in full compliance with all Applicable Laws; and (C) neither Kohl's purchase of the Goods or Kohl's utilization of the Services shall violate Applicable Law. Applicable Law(s) shall include, but not be limited to: (i) all existing laws, regulations, standards, orders and rulings, as amended, together in all standards, rules and guides of all United States federal, state and local governments (and all departments, boards, bureaus and commissions thereof), including, but not limited to the Federal Trade Commission Act, Fair Labor Standards Act, the Tariff Act of 1930, the Consumer Product Safety Act, the Consumer Product Safety Improvement Act of 2008, the Flammable Fabrics Act, the Textile Fiber Products Identification Act and regulations relating to statement of fiber content of rayons, wool, linens, and other textiles contained in such Goods, the Wool Products Labeling Act, the Care Labeling Rule, the Fair Packaging and Labeling Act, the Magnusson-Moss Warranty Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, the Radiation Control for Health and Safety Act, the Food, Drug and Cosmetics Act, the Federal Child Labor Act, the Occupational Safety and Health Act, the Fur Products Labeling Act, California's Proposition 65, the California Air Resource Board Composite Wood Regulations, the Clean Diamonds Trade Act, the Kimberly Process Certification, the Foreign Corrupt Practices Act and all United Nations' resolutions; and (ii) the laws, regulations and rules of all countries in which Goods is produced or delivered. Seller certifies that the country of origin of all Goods will be as listed on the Goods labels. All electrical products shipped to Kohl's must be certified and approved by Underwriters Laboratory or ETL SEMKO. As to Goods manufactured outside the United States, Seller shall also comply with all applicable laws of the country where the Goods were manufactured.

Seller agrees to execute and affix to its invoice and any certificates and other reasonable documents in form satisfactory to Kohl's or laboratory results which we may require to evidence Seller's compliance with the foregoing. Seller agrees to furnish Kohl's with any continuing guaranty filed with the Federal Trade Commission or Consumer Product Safety Commission indicating that the Goods covered by our Order are properly labeled in accordance with the particular law and regulations pertaining thereto and comply with applicable standards or tests relating thereto. Seller's failure to provide any documents, certificates, warranties or laboratory results which Kohl's requests to verify or warrant Kohl's compliance with Applicable Law shall be deemed to be a material breach of the terms and conditions of our Order.

Seller represents and warrants that its workers are treated fairly and who in all cases are performing work voluntarily, not put at risk of physical harm, fairly compensated, and allowed the right of free association and not exploited in anyway. In addition to representing and warranting that Seller will fully comply with Kohl's Terms of Engagement for Kohl's Business Partners, Seller further represents and warrants that it has not: (a) utilized child labor (child who is younger than the local age for completing compulsory education and in no event less than 14 years of age); (b) utilized prison or forced labor (forced labor is work or service which is extracted from any person under the threat of penalty for its nonperformance and for which the worker does not offer himself voluntarily); (c) engaged in discriminatory practices on the basis of gender, racial characteristics, age, cultural or religious beliefs; (d) permitted the use of corporal punishment or other forms of mental or physical coercion or intimidation; (e) engaged in bribes, kick-backs

or other similar unlawful or improper payments to any person or entity to obtain or retain business; and (f) engaged in, or have any knowledge of, illegal transshipment or willful manipulation of country of origin or U.S. Customs category information related to the Services provided and Goods sold to Kohl's. Seller represents and warrants that all wages, benefits and working hours set by Seller and all of the entities with whom Seller has subcontracted (subject to any subcontracting restrictions set forth herein) to process, manufacture, label or ship the Goods and provide Services will comply with all Applicable Laws. Seller further represents and warrants that its workers are covered by workers compensation insurance to the full extent required by Applicable Law. Seller agrees to defend, indemnify and hold Kohl's harmless from Seller's breach of these warranties and representations, or any other representations or warranties contained herein. If Seller breaches these warranties and representations, Kohl's may take all appropriate corrective action, which may include cancellation of this Order or any other Orders placed with Seller by Kohl's in addition to any other remedies at law or in equity.

7. **SUPPLIES, EQUIPMENT, LICENSES, ETC.** Seller shall furnish all materials, supplies, equipment and labor necessary to complete the Services or provide the Goods which are the subject of this Order in accordance with the schedule established by Kohl's. Seller shall, at its expense, obtain all licenses and permits and shall pay all inspection fees necessary to complete the Services and/or provide the Goods. In the performance of Services, as well as the provision of Goods hereunder, Seller shall comply with all Applicable Law.
8. **INSURANCE.** Seller shall maintain workers compensation insurance as required by law and comprehensive general and automobile liability insurance in form and amount satisfactory to Kohl's. Unless otherwise specified, Seller's liability insurance shall have a combined single limit of liability of not less than Two Million Dollars (\$2,000,000) and shall include Kohl's as an additional insured. Said insurance shall provide at a minimum Broad Form Vendor's Coverage to cover the indemnification obligations described herein. At Kohl's' request, Seller shall provide Kohl's with certificates of insurance evidencing such coverage.
9. **WORK SITE; ASSUMPTION OF RISK.** Seller shall keep its work site free from waste and rubbish and shall leave the site in a clean and workmanlike condition. Seller acknowledges that it is familiar with all conditions relating to the performance of Services and the site and with all other matters and conditions which would affect the performance of this Order, and Seller assumes all risk with respect thereto. Commencement of Services or provision of Goods constitutes Seller's acknowledgment that all plans, specifications and other contract documents relating thereto are sufficient for the completion of Seller's Services or provision of Goods.

For the avoidance of doubt, Seller is fully responsible for all losses or damages incurred as a result of Seller's performance or nonperformance of any Services or provision of Goods, whether performed or provided by Seller, Seller's employees, agents, affiliates and/or subcontractors. In addition to all other indemnification obligations set forth in this Order, Seller agrees to defend, indemnify and hold Kohl's harmless from any and all Claims arising out of or in any manner resulting from Seller's provision of Goods or performance of the Services and/or Kohl's purchase or use of the same, including, but not limited to: (i) any act, omission or negligence by Seller, Seller's employees, agents, affiliates and/or subcontractors; (ii) damage to or destruction of personal or real property of Kohl's or any third party or the injury or death to persons, including without limitation, employees or invitees of Kohl's and Kohl's, Kohl's' employees, agents, affiliates and/or subcontractors; and (iii) any third party claims brought by Seller's employees, agents, affiliates and/or subcontractors. Seller shall, by entering upon and using any Kohl's' facilities, be deemed to have accepted the Kohl's' facilities in its then condition. Kohl's assumes no liability for damage to or loss of Seller's property or the property of Seller's employees, agents, affiliates and/or subcontractors. Seller acknowledges that any Services Seller conducts at Kohl's' facilities are conducted entirely at Seller's own risk, and Seller hereby releases Kohl's from any Claims, liability or loss occurring at Kohl's' facilities. Seller agrees to use best efforts not to hinder any of Kohl's' operations or to detract from Kohl's' customer experience while at Kohl's' facilities. Seller shall immediately remove all materials, equipment and rubbish Seller places on Kohl's' facilities, and restore, at Seller's sole cost and expense, Kohl's' facilities to the condition it was in immediately prior to Seller's entrance onto the facilities.

10. **WARRANTIES.** Without limiting Seller's liability under any other warranties contained in this Order, Seller represents and warrants that the Services will be performed in a safe and workmanlike manner and that the Goods will be sound, fit, and suitable for the purposes intended. In addition to the warranties given by Seller in this Order, Seller hereby assigns to Kohl's any rights under warranty which Seller may have with respect to any Goods which are

incorporated in the Services or provided as part of the Services. Seller agrees to provide as many copies of any such additional warranties as may be required by Kohl's from time to time.

11. **GUARANTEE.** Without limiting Seller's liability under any warranties contained in this Order, Seller guarantees the Services and Goods for a period of one year from and after completion of all Services and provision of all Goods covered by this Order, or for such longer period as may be provided in any of the other terms of this Order. In the event any of the Goods or Services covered by this Order requires repair, replacement or adjustment during the guarantee period, Seller shall promptly make all necessary repairs, replacements or adjustments at its sole cost. The foregoing is in addition to any other remedies Kohl's may have hereunder.
12. **INDEMNIFICATION.** In addition to any other indemnification obligations set forth herein, Seller shall defend, indemnify and hold harmless Kohl's, its agents and employees, from any and all liability including strict liability, any and all allegations, demands, claims, charges, liabilities, damages, causes of actions, suits, proceedings, judgments, awards, orders, decrees, fines, penalties, debts, losses, costs or expenses, including, but not limited to, attorneys' fees, court costs and costs of settlement (collectively "Claims"), which Kohl's may suffer, sustain or become subject to arising out of, or in any manner based upon, Seller's breach of any representation or warranty herein, the performance or nonperformance of the Services of this Order, or arising or occurring by reason of the Goods or Services, or the use thereof, or any defect therein or condition thereof, including without limitation any Claim or suit for unfair competition, or alleged infringements of patents, copyrights, trade secrets, trademark or other intellectual property right, or on account of Seller's violation of any of the terms hereof, including but not limited to compliance with all relevant laws and regulations. Seller acknowledges and agrees that Seller will promptly respond to Kohl's notification of any Claim and shall promptly confirm Seller's defense and indemnification of Kohl's as required herein. In addition to any other rights or remedies set forth herein, in the event Seller fails to promptly respond to Kohl's notification of any Claim and/or fails to promptly confirm its defense and indemnification of Kohl's as required herein, Seller will be responsible to reimburse Kohl's any fees it may incur including attorneys fees and costs to pursue Seller's compliance (or compliance of any of Seller's subcontractors and suppliers) to the terms, conditions, representations and warranties set forth in this Order.
13. **TERMINATION.** In addition to the other events of termination provided in this Order, Kohl's may terminate this contract if Seller fails to provide the Goods or prosecute the Services with sufficient diligence in Kohl's' sole discretion. In the event of such termination, or any termination "for cause", Kohl's may take possession of the Goods and any materials and equipment being used by Seller and may cause the Goods or Services to be completed in such manner as Kohl's shall determine and Seller shall reimburse Kohl's for the cost of completion.
14. **COMPLETION OF SERVICES.** Seller agrees to provide the Goods and complete the Services within the period of time required or specified. Any overtime or extra personnel required to meet Kohl's' schedule shall be solely at Seller's expense. No price increase shall be permitted by reason of any claim of extra Goods or Services unless the extra Goods or Services were performed pursuant to a written order by Kohl's setting forth the amount of the price increase.
15. **PAYMENT TERMS.** Unless payment terms are otherwise specified in this Order, Kohl's may choose to make payment for any Goods provided and/or Services performed hereunder in a lump sum or in installments. If payment is made in a lump sum, payment will be made within 30 days after the provision of Goods and completion of all Services covered by this Order and the receipt of Seller's application for payment. If payment is made in installments, payment of each installment will be made within 30 days after the provision of all Goods and completion of all Services covered by this Order and the receipt of Seller's application for payment. If payment is made in installments, payment of each installment will be made within 30 days after receipt of Seller's application for payment ("Invoice"). The amount of each installment shall not be more than 90% of the portion of the contract price attributable to the Services in place or the Goods provided as of the 25th day of the preceding month as determined by Kohl's less the aggregate of all previous payments. The final payment will be made within 30 days after provision of all Goods and completion of all Services covered by this Order and the receipt of Seller's final Invoice. Any provision herein for delivery of Goods or Services in installments shall not be construed as making Seller's obligations severable. Shipments of Goods sent C.O.D. without Kohl's' written consent will not be accepted and will be at Seller's risk. If applicable, each application for payment shall include appropriate sworn statements and waivers or releases of mechanic's liens from

all subcontractors and material suppliers relating to the Goods and Services for which payment is requested, together with such other documentation as Kohl's may reasonably request.

16. **DEFECTIVE; INFRINGING GOODS.** Seller represents and warrants that the Goods ordered herein shall be free from any defects in design, material or workmanship and be merchantable at the time of delivery to Kohl's and at the time of use, and that the Goods shall be fit and safe for the particular purposes for which they are intended to be used. Seller represents and warrants that the Goods shall not infringe or encroach upon the contractual or proprietary rights of any other person, firm or corporation, including without limitation, the patents, trademarks, copyrights, rights of privacy, trade secrets or other intellectual property right of such third party. Seller shall indemnify Kohl's, in accordance with Section 12 ("Indemnification") of this Order. Kohl's reserves the right to cancel at its sole and absolute discretion, without Seller's authorization, at any time, any unshipped portion of Kohl's Order and to return at any time, for full credit at Seller's expense (including but not limited to cost of packing and transportation to and from source) and risk, all or any part of Goods shipped hereunder which are defective in material or workmanship or which differ in any way from the terms, specifications and warranties herein contained or implied by law (including, without limitation, Goods shipped in excess of quantities ordered and Goods which deviate from sizes, colors, styles and quality ordered), and Seller shall have no right thereafter to cure such defects or failure to conform to such specifications and warranties. Seller understands and accepts the responsibility to ensure that all Goods Seller provides to Kohl's meet the requirements set forth herein regardless of who actually designs or manufactures the Goods. In the event Seller fails to accept or facilitate Kohl's return of defective and/or damaged Goods within a reasonable period of time after receiving Kohl's notice, then Kohl's shall, in addition to all other rights and remedies set forth herein or available under law or equity, have the right to dispose of the defective and/or damaged Goods as Kohl's sees fit and Seller waives all rights to the defective and/or damaged Goods thereafter. Kohl's reserves the right (but shall not be obligated) to repair any defects and debit Seller's account with the expenses involved when in Kohl's sole judgment the cost of making such repairs would be less than the cost of replacement by Seller or cancellation of Kohl's Order.

17. **RIGHT TO INSPECT.** Payment of freight charges shall not affect passage of title or who bears the risks of loss in transit. Until Kohl's has inspected the Goods shipped and the Services performed under this Order and accepted it as being in conformity with all representations made by Seller when the Goods or Services were ordered, Seller's delivery obligations shall not be deemed complete, nor shall title pass to Kohl's. Notwithstanding the foregoing, Kohl's has no obligation to inspect the Goods or Services and Kohl's' payment or retention of the Goods or Services shall not constitute an acceptance of the Goods or Services not in compliance with this Order and shall not affect Kohl's' right to reject or return the same. Any such nonconforming Goods shall be treated as defective Goods, as set forth above.

18. **ACCEPTANCE; TITLE.** Upon Kohl's' acceptance of the Goods and Services, all title, interest, and rights of Seller in and to the Goods and Services including, but not limited to, any intellectual property incorporated in the Goods or Services shall be transferred to Kohl's, free and clear of all claims and liens whatsoever.

19. **AUDIT.** During normal business hours, Kohl's shall have the right to inspect and audit, either directly or through Kohl's' designated agent, Seller's records and documents concerning any Goods or Services pursuant to this Order to ensure that Seller is in compliance with the terms and conditions of this Order.

20. **NO WAIVER.** Kohl's' rights herein are reserved and may be exercised at any time as long as any breach of any of the terms or conditions hereof shall continue, and shall not be deemed waived by delay or by waiver of such condition or any other condition hereof in previous transactions between the parties.

21. **ENTIRE AGREEMENT; AMENDMENT.** This Order, including attachments and material incorporated herein by reference, constitutes the entire agreement of the parties as to its subject matter. It supersedes all prior representations and warranties, oral or otherwise, with respect thereto. No obligation to enter into any further transaction may be implied from this Order. This provision is applicable in all circumstances, without regard to whether this Order establishes a new transaction, confirms an existing arrangement or prior course of dealing between us. Any and all modifications to this Order must be in writing and signed by Kohl's. Verbal communications shall not be considered against Kohl's as a valid method of amending, modifying or terminating a Purchase Order or granting or making any

waiver by Kohl's. For purposes of clarification, electronic mail (i.e., e-mail) shall not be a valid method of amending this Order.

22. **NO ASSIGNMENT; NO SUBCONTRACTING.** Seller may not assign or subcontract any rights or delegate any duties which Seller may have under this Order, in whole or in part, without the express written consent of Kohl's.
23. **WORK PRODUCT.** Kohl's shall at all times have title to specifications, designs, artwork, negatives, programs, software, photographs, plates and other work in progress furnished and intended for use in connection with this Order (collectively "Work Product"). Any Work Product, Goods manufactured solely for Kohl's or other Services performed by Seller in connection with this Order shall be deemed to be "Work Made for Hire." Any Work Product or Work Made for Hire shall be the sole property of Kohl's and shall not be utilized by Seller in any way without the express written consent of Kohl's. Seller shall use the Work Product or Work Made for Hire only in connection with this Order and shall not disclose Work Product or Work Made for Hire to anyone other than Kohl's or Seller's employees, subcontractors, or government inspectors. Seller shall, upon Kohl's' request or upon completion of the Order, promptly return all Work Product and Work Made for Hire to Kohl's.
24. **INDEPENDENT CONTRACTOR STATUS.** All Services performed shall be done as an independent contractor and the persons performing Services shall not be considered employees of Kohl's. No provision of this Order shall or shall be deemed or construed to create any other relationship between the parties such as employer and employee, principal and agent, partners, joint venturers or any other association other than that of independent contractors. Accordingly, Seller is not and shall not be deemed to be an agent of Kohl's, and Seller is without any authority to enter any contract or take any action on behalf of Kohl's or so as to obligate Kohl's or any or Kohl's' affiliates. Except as otherwise specified herein, Seller shall have exclusive control and direction over the manner, means, details and methods by which Seller shall provide the Goods and perform the Services hereunder, and shall be solely responsible for the provision of all tools, equipment, and facilities necessary for the performance and for the payment of all license and other fees applicable to Seller's performance. Seller shall be solely responsible for all compensation, benefits and insurance for employment of such persons. Seller shall pay all taxes imposed by reason of the employment of such persons, including, but not limited to, any payroll taxes, social security taxes, and unemployment compensation taxes.
25. **REMEDIES.** If Seller fails to perform as specified in this Order, Kohl's may, without limitation, and in addition to other remedies set forth herein or provided at law or in equity, (i) cancel this Order in whole or in part by written notice to Seller and Seller shall be liable to Kohl's for all damages, losses, liability and Claims incurred by Kohl's resulting from Seller's breach, or (ii) obtain the Goods or Services ordered herein from another source with any excess costs therefrom chargeable to Seller. Any sums payable to Seller shall be subject to all Claims and defenses of Kohl's, whether arising from this or any other transaction, and Kohl's may set-off and deduct any such sums against Seller or Seller's parent, subsidiary, affiliate, predecessor or successor (separately or collectively, "Affiliates") under any present or future invoices or amounts owed to Seller or Seller's Affiliates by Kohl's. Seller shall be barred from commencing an action against Kohl's for any loss, damage or other Claim of any kind unless a lawsuit is filed within one (1) year from the time Seller's loss, damage or Claim accrues.

In addition to any other right or remedy provided for herein or by law or in equity, Kohl's reserves the right, without liability, in the event of Seller's breach of this Order, to purchase substitute Goods or Services elsewhere and to charge Seller with any loss incurred.

If any provision of any Order is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed modified only to the extent necessary to make such provision enforceable by such court, and the invalidity, in whole or in part, of any portion of this Order shall not impair or affect the validity or enforceability of the remaining provisions of such agreements. All rights and remedies under this Order are cumulative and the exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided for herein or at law or in equity.

26. **GOVERNING LAW; VENUE.** This Order shall be governed by the laws of the State of Wisconsin. Seller hereby agrees that any and all disputes arising under this Order shall be subject to adjudication only in the state courts of

Waukesha County, Wisconsin or the United States District Court in Milwaukee, Wisconsin, and Seller hereby consents to the exclusive jurisdiction of those courts. In any dispute arising hereunder the prevailing party shall be entitled to attorneys' fees.