



MGM RESORTS
RETAIL

**VENDOR
COMPLIANCE
MANUAL**

<u>TABLE OF CONTENTS</u>	<u>PAGE NO.</u>
I. INTRODUCTION	3-8
II. PURCHASE ORDER TERMS AND CONDITIONS	8-11
III. RETURN POLICY	11-12
IV. TICKETING GUIDELINES	12-15
V. AUTHORIZED APPROVED LABEL SUPPLIER	16
VI. DOMESTIC ROUTING	16-17
VII. FINE JEWELRY	17
VIII. INTERNATIONAL ROUTING	17
IX. SHIPPING DOCUMENTS	18-19
X. TERMS OF PAYMENT	19-20
XI. EXHIBITS	21

I. INTRODUCTION

MGM Resorts Retail (“MRR”) requires all of its retail Vendors to comply with the requirements set forth in this Vendor Compliance Manual (“VCM”). This VCM applies to all Vendors that supply products to MRR for resale to consumers. Vendors must comply with: (a) all requirements in this VCM; (b) all terms and conditions for purchase orders; (c) the terms and conditions of MGM Resorts International Intellectual Property Agreement, if applicable; and (d) all federal, state and local laws and regulations that may apply to the Vendor’s business and products. In the event of any conflict between or among MRR’s requirements, the Vendor Compliance Manual shall control, followed by the Intellectual Property Agreement, and then the Purchase Order (which may also referred to herein as an “Order”).

A. Spec/Sample Prototyping

Any Spec/Sample Prototyping, or research and development cost (i.e. samples, molds, screens, dyes, etc.) incurred by Vendor shall be the sole financial responsibility of the Vendor unless agreed to and approved in writing by MRR prior to any such prototyping and development being initiated. Vendor agrees that if these items contain MRR Licensed Materials, that MRR may utilize the sample(s) developed by Vendor or its third parties. No product should be manufactured or produced by Vendor without a sample approved by MRR. MRR must approve finished samples and pricing prior to the issuance of an MRR Purchase Order or the beginning of production. All samples will remain the sole property of MRR and will not be returned to Vendor.

B. Third Party Manufacturing

If at any time, the Vendor uses a third party to manufacture any merchandise for Vendor (“Third-Party Manufacturer”), Vendor will notify MRR, of the name and address of the Third-Party Manufacturer involved and the merchandise or components thereof which such manufacturer will produce. Vendor hereby represents and warrants the Third-Party Manufacturer has agreed to the terms of this VCM. Vendor, and Third-Party Manufacturer must agree that all information obtained from or derived from Vendor’s relationship with MRR, its parent, subsidiaries, or affiliated companies, shall be deemed **CONFIDENTIAL** and shall not be used by Vendor for any purpose other than in connection with supply of products to MRR or disclosed to any unauthorized third parties. In addition, any artwork, ideas, concepts, samples, etc., discussed with, conveyed to or otherwise relating to MRR shall not be disclosed by Vendor or used by Vendor for any other client for the purpose, including, but not limited to, promoting the Vendor or developing product unless the Vendor obtains MRR’s written permission in advance of such use or disclosure.

C. Conflict of Interest

Vendor understands and will comply with the policy that MRR employees do not accept for their personal benefit, gifts, gratuities, tips, cash, samples, discounts, special favors, rebates payable to the employee, or other means of influence as inducements to conduct business or to continue business with Vendor, or any other purposes. Vendor-provided travel for MRR Buyers or MRR Executives must be approved by the Vice President of Merchandising or above. Vendor further understands any request from an MRR employee for any of the foregoing should be immediately reported to MGM Resorts Corporate Security and/or Senior Retail Management and is a condition to be considered in continued good standing with MRR.

D. Modification

This VCM may be modified or amended by MRR in its sole discretion from time-to-time. Any such updated versions of this VCM may be found at [insert website]. It is Vendor’s sole responsibility to periodically check the site for updates. Continued provision of products or services shall be indicative of Vendor’s agreement with said modifications and/or amendments.

E. Definitions

“Branded Products” are products branded with trademarks other than MGM Resorts Trademarks.

“Co-Branded Products” are products that bear trademarks of MGM Resorts and of one or more third parties.

“Custom Products” are products that the Vendor creates specially for MRR. Custom Products may be Co-Branded and/or Private Label Products or Exclusive Products.

“Exclusive Products” are products that MRR and the Vendor have agreed are exclusive to MRR. Exclusive Products may be Custom Products, Branded Products or Private Label Products of any kind.

“Intellectual Property Rights” refers to trademarks, copyrights, patents, trade secrets, rights of publicity, or other proprietary rights.

“MGM Resorts Trademarks” refers to any trademark, service mark, logo, slogan or name owned by MGM Resorts International or any of its subsidiaries, affiliates or related entities. The current list of MGM Resorts Trademarks is available online at <mgmresortslogos.com>. Registration is needed to access the logo site and must be approved and authorized by MRR.

“Private Label Products” are products produced or supplied by the Vendor and branded only with the trademarks or names of MGM Resorts properties on the product packaging or on the product itself.

“Products” refers to all goods of every type or nature, including product packaging and inserts, supplied to MRR for resale at MGM Resorts properties.

F. Intellectual Property Agreement

All Vendors that supply or are likely to supply Custom Products to MRR will be required to sign the Intellectual Property Agreement provided by the MRR Buyer.

G. Branded Products

For any Branded Products that the Vendor supplies to MGM Resorts, the Vendor represents and warrants that: (1) the Branded Products do not violate the Intellectual Property Rights of others; (2) the Vendor owns or has a valid license to sell or manufacture the Branded Products and to grant MGM Resorts the right to do so; (3) the Branded Products do not bear Trademarks that are confusingly similar to those owned by others; (4) the Vendor has not removed or obscured the Trademarks of others on any of the Branded Products; (5) the Vendor has not rebranded the Branded Products; (6) the Branded Products are genuine; (7) the Branded Products are not gray market goods; (8) the Vendor acquired the Branded Products directly from the manufacturer, the manufacturer’s authorized distributor, or the Vendor itself is the manufacturer or authorized distributor; (9) the Branded Products do not contain false statements or claims about the origin, approval or sponsorship of the products; (10) the Branded Products are new; and (11) the Branded Products comply with the other requirements set forth in this VCM.

H. Exclusive Products

If any Products have been designated by the Vendor and MRR as Exclusive Products, the Vendor shall not supply the same or similar products to any third party except as expressly provided in writing signed by the parties. If no time period is identified in writing for the period of exclusivity, the period of exclusivity shall be deemed to be the time period during which MRR is selling the Exclusive Products.

I. Copyright Notices

1. Branded Products: MRR recommends but does not require Vendors to place copyright notices on all Branded Products protectable by copyright law, including, for example, any product bearing any works of visual art (such as photographs, photos, drawings, and designs).

2. Private Label Products/Custom Products: MRR requires Vendors to place copyright notices on all Private Label Products and Custom Products protectable by copyright law identifying the appropriate MGM Resorts entity as the copyright owner. When required by MRR, the copyright notice shall be in the following form: © [year of production] [name of applicable MGM Resorts entity]. On clothing, the notice shall be placed on the sewn-in or printed labels and/or on the hang tag. On 2-dimensional works, the copyright notice shall be placed on the front or back or on backing, mounting or framing that is durably attached. On 3-dimensional works, the copyright notice shall be placed on any visible portion of the work or on any base, mounting, or framing that is durably attached.

J. Rights of Publicity

If the Vendor uses the name, likeness, image, or signature of any person in connection on or in connection with any Product supplied to MRR, the Vendor must ensure that: the Vendor has written consent to use such rights from the applicable person, their authorized representative or, if deceased, their estate. Upon request, Vendors shall provide a copy of any such authorization to MRR.

K. General Product Safety

1. **General:** Vendors are required to ensure that any Products supplied to MRR comply with all federal, state, and local laws, including, but not limited to, the Consumer Products Safety Act, the Federal Hazardous Substances Act, the Flammable Fabrics Act, and Poison Prevention Packaging Act. Vendors must not supply any Products to MRR that: (a) fail to comply with any applicable consumer product safety standard; (b) have been declared a banned hazardous product; (c) fail to comply with an order issued by the Consumer Product Safety Commission relating to notification, repair, replacement, refund, or a prohibited act; (d) are not accompanied by a certificate attesting to the products' conformity to safety standards; or (e) fail to comply with any labeling requirements.
2. **Product Certification:** For each product that the Vendor supplies to MRR that is subject to a consumer product safety standard, the Vendor must provide, upon MRR's request, a certificate attesting that the product conforms to all applicable safety standards and shall specify any standard which is applicable. The certificates must be based on tests of each product or a reasonable testing program. Certificates must also state the name of the manufacturer or private labeler issuing the certificate and include the date and place of manufacture of the product.
3. **Small Parts & Children's Products:** MRR will not accept the following banned toys: (a) toy rattles; (b) toys with noisemaking components; (c) any dolls or stuffed animals having internal or external components that have the potential for causing laceration, puncture wound injury, or other similar injury; (d) toys or other articles intended for use by children under 3 years of age which present a choking, aspiration, or ingestion hazard because of small parts; (e) small balls; (f) electrically operated toys or articles presenting electrical, thermal, and/or certain mechanical hazards; or (g) toys and other articles intended for children that contain lead paint. Children's sleepwear must comply with CPSC flammability requirements, including, but not limited to testing and labeling requirements.

L. Apparel/Textiles

1. **Labeling Requirements:** If a Vendor manufactures, imports, sells, offer to sell, distributes, or advertises apparel and textile products in the United States, the Vendor must comply with federal labeling requirements, including, but not limited to, the Tariff Act, the Textile Fiber Products Identification Act, the Wool Products Labeling Act, the Fur Products Labeling Act, the Care Labeling of Textile Wearing Apparel and Certain Piece Goods, and any requirements imposed by the U.S. Customs Service. MRR generally requires Vendors to include country of origin, company name or registered number, fiber content, and product care instructions. Care instructions shall include information about regular care for the garment and provide warnings about certain procedures that would harm the garment. The Vendor must have a reasonable basis for all care instructions and warnings. In addition, labels must identify either the company name or RN of the manufacturer, importer, or another firm marketing, distributing, or otherwise handling the product.
2. **Format of Apparel/Textile Labels:** A law label must be affixed to each apparel and textile product and must be of such durability as to remain attached to the products and its package throughout any distribution, sale, resale and until sold and delivered to the ultimate consumer. Additionally, the labels must be legible and sufficiently permanent so that they will remain on the article until it reaches the ultimate purchaser unless deliberately removed.
3. **Flammability:** The Vendor must ensure that clothing/textile products it sells to MRR comply with the Class 1 requirements for flammability set forth by the Consumer Product Safety Commission ("CPSC"). Do not supply Class 2 products to MGM Resorts unless the Vendor discloses that a product falls into Class 2 and MRR expressly acknowledges in writing that the product falls within Class 2. The Vendor is prohibited from supplying Class 3 products to MRR.

M. Jewelry and Accessories

1. **General:** The Vendor must comply with all laws and regulations applicable to jewelry and related accessories, precious metals, stones and jewels.
2. **Deceptive Acts:** The Vendor must not make any misrepresentations of the characteristics of jewelry products including, without limitation, those relating to the type, kind, grade, quality, quantity, metallic content, size, weight, cut, color, character, treatment, substance, durability, serviceability, origin, price, value, preparation, production, manufacture, distribution, or any other material aspect of any jewelry product.

N. Food and Drinks

1. **General:** The Vendor must comply with all applicable labeling, packaging, and disclosure laws for food products, including, but not limited to, the Federal Food, Drug, and Cosmetics Act, The Nutrition Labeling and Education Act of 1990, and the Food Allergen Labeling and Consumer Protection Act of 2004, each as may be subsequently amended, even if the Vendor qualifies for an exemption.
2. **Food Product Labeling & Packaging:** The Vendor must include all required information on the food product principal display (“PDP”) and information panels. The Vendor must ensure that the placement and prominence of the statement of identity and claims regarding the nutritional value and health of food products comply with FDA requirements.
3. **Imported Foods:** Foods imported into the United States must contain required labels in English and identify the country of origin.

O. Cosmetics

1. The Vendor must comply with all applicable labeling, packaging, and disclosure requirements for cosmetic products and bath and body products, including, but not limited to, those set forth in the Federal Food, Drug, and Cosmetics Act and the Fair Packaging & Labeling Act.
2. **Safety and Warning Statements:** Cosmetic products must not contain prohibited or restricted ingredients, or ingredients that have been identified by any studies as unsafe or potentially unsafe. Cosmetic product labels must bear a warning statement whenever “necessary or appropriate,” including when the safety of the product or include ingredients have not been substantiated, to prevent a health hazard that may be associated with the product. The Vendor must ensure that warning labels are prominent and conspicuous. Ingredients and products that are not adequately substantiated prior to marketing must contain the following conspicuous statement on the PDP or it will be considered misbranded.
3. **Cosmetic Packaging & Labeling:** The Vendor must include all required information on the cosmetic product PDP and information panels, and such information must be in accordance with the applicable placement and prominence requirements. Liquid oral hygiene products must be packaged in tamper-resistant packages, which include a prominently placed statement alerting the consumer to the tamper-resistant feature.

P. Imported Products

Vendors who import products into the U.S. for supply to MRR are required to comply with all applicable import requirements and procedures, including, but not limited to, clearing customs, regulatory agency requirements, paying duties, and marking requirements. Every product of foreign origin entering the U.S. must be legibly marked with the English name of the country of origin to inform the ultimate purchaser in the U.S. of the country of origin.

Q. Insurance

At all times while Vendor and/or any of its subcontractor(s) are providing services, products, or performing work under this Order, Vendor and its subcontractor(s) shall, at their expense, maintain insurance with an insurance company or companies with a current A.M. Best Company rating of at least A-: VII (a) Workers’ Compensation Insurance at Nevada statutory limits and Employers’ Liability Insurance with a limits of One Million Dollars (US \$1,000,000) each accident and each employee for disease, (b) Commercial General and Umbrella/Excess Liability Insurance with limits of Three Million Dollars (US \$3,000,000) each occurrence and aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations, and (c) Business Automobile Liability Insurance with a limit of One Million Dollars (US \$1,000,000) combined single limit each accident and shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non- owned, hired or leased. All insurance maintained by Vendor and its subcontractor(s) shall name the Buyer’s Indemnitees as additional insureds for both ongoing and completed operations (except the Workers’ Compensation policy). The additional insured status shall apply to the full limits of liability purchased by Vendor and its subcontractor(s) even if those limits of liability are in excess of those required by this Purchase Order. The Commercial General Liability Insurance policy shall include contractual liability coverage for the indemnity provisions contained herein. The Commercial General Liability and Umbrella/Excess liability insurance policy(s) shall include no exclusions or limitations in coverage for punitive damages, abuse/molestation and assault & battery. Vendor and its subcontractor(s) policies of insurance shall be primary to any insurance coverage maintained by the Buyer’s Indemnitees which shall be excess and non-contributory. All policies of insurance maintained by Vendor and its subcontractor(s) shall include waivers of subrogation by the insurers in favor of the Buyer’s Indemnitees. Upon receipt of this Order and prior to the delivery of any goods, commencement of any work, or performance of any services pursuant to this Purchase Order and at least ten (10) days

prior to the expiration of each insurance policy, Vendor and its subcontractor(s) shall furnish Buyer with certificate(s) of insurance evidencing the required insurance coverage and referencing this Purchase Order. Each certificate shall include a provision requiring the insurance carrier and/or Vendor and its subcontractor(s) to provide directly to MGM Resorts International Global Procurement Department, at 950 Grier Dr., Las Vegas, NV 89119, thirty (30) days advance written notice before any termination, cancellation, or other material change to the policies shown on the certificate takes effect, regardless of whether such action was initiated by Vendor, its subcontractor(s), other insured or the insurance carrier. For avoidance of doubt, a “material change” in the policy shall mean a change that would result in Vendor or its subcontractor(s) non-compliance with a material provision of these insurance requirements.

R. Indemnity

To the fullest extent permitted by law Vendor, at its sole cost and expense, agrees to indemnify, defend and hold harmless Buyer, MGM Resorts International, subsidiaries, partnerships, joint ventures and other affiliates all of whom are intended as third party beneficiaries (“Third Party Beneficiaries”), its contractors and subcontractors, consultants, their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, “Buyer’s Indemnitees”) from and against any and all losses, damages, costs, expenses, claims, judgments or liabilities (including reasonable costs and attorney’s fees which shall be reimbursed as incurred) which in any way arise out of or relate to any actual or alleged injury, death or damage to any person or property resulting from any act or omission of Vendor, its employees, contractors or affiliates or the goods supplied or services covered by this Order. Vendor also agrees, at its sole cost and expense, to indemnify, defend and hold harmless Buyer’s Indemnitees, their parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, successors and assigns, employees from and against any and all claims, demands, losses, liabilities, damages, causes of action or expenses (including reasonable costs and attorney’s fees, which shall be reimbursed as incurred), caused by, resulting from, or in any way connected with (a) an infringement of or claimed infringement of any patent, trademark, or copyright arising out of the sale, use or possession of the merchandise furnished by, or the services performed by Vendor (b) the acts or omissions of Vendor or Vendor’s agents, employees, subcontractors or contractors in conjunction with this Order, or (c) any breach of the warranties of Vendor contained in this Order.

S. Privileged Licenses

Vendor acknowledges that Buyer, its parent, subsidiaries and affiliates, are businesses that are, or may be, subject to and exist of privileged licenses issued by governmental authorities or other sovereigns. If requested to do so by Buyer, Vendor, and its agents, employees, or representatives, shall obtain any license, qualification, clearance or the like which shall be requested or required of any of them by Buyer or any regulatory authority having jurisdiction over Buyer or any parent company, subsidiary or affiliate of Buyer. In the event Vendor is either denied a registration, license or certification or its registration, license or certification is revoked or threatened to be revoked, Vendor must immediately inform notify Buyer of such denial, revocation or threatened revocation. Failure to provide such notification shall be deemed a material breach of this Order and MRR and Buyer may terminate the Order in its entirety and Vendor shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or any other upfront payments made Buyer. If Vendor, or Vendor’s agents, employees, or representatives, fails to satisfy such requirement or if Buyer or any parent company, subsidiary or affiliate of Buyer is directed to cease business with Vendor or its agents, employees or representatives by any such authority, or if Buyer shall in good faith determine, in Buyer’s sole and exclusive judgment, that Vendor, or any of Vendor’s agents, employees, or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities or (b) was or is involved in any relationship; either of which could or does jeopardize Buyer’s business or such licenses, or those of a parent company, subsidiary or affiliate, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Order may be terminated immediately by Buyer. Further, Vendor (a) acknowledges its understanding that it is illegal for a denied license applicant or a revoked licensee, or a business organization under such a person’s control, to enter into, or attempt to enter into, a contract with MGM Resorts International Operations, Inc., its parent company, subsidiaries, or any affiliate, without the prior approval of the Nevada Gaming Commission; (b) affirms that Vendor is not such a person and is not under the control of such a person; and (c) agrees that this Contract/ Purchase Order is subject to immediate termination, without further liability to Vendor, if Vendor is or becomes such a person or is under the control of such person.

T. Force Majeure

Neither party will be liable for any delay nor failure in performing its obligations under the Order (including failure to take delivery of the products to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, pandemic, invasion, hostilities,

terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Vendor will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Vendor from carrying out its obligations under this Order for a continuous period of more than thirty (30) days, Buyer may terminate the Order immediately by giving written notice to Vendor. Vendor agrees at all times to (i) keep its license current (if applicable) while conducting business with MRR and/or MRR affiliates, and additionally (ii) abide by all licensing and the applicable state gaming regulator and commission requirements and regulations and agrees to fully indemnify and hold harmless MRR for any and all costs, fees, fines or damages it incurs as a result of Vendor's violations of the applicable state gaming regulator and commission requirements and/or regulations. Vendor acknowledges and agrees that Vendor shall be solely responsible for complying with any and all registration, certification and/or licensing requirements, as may be required by Applicable Laws, prior to accepting Purchase Orders, from certain MRR affiliates. In the event Vendor is either denied a registration, license or certification or its registration, license or certification is revoked or threatened to be revoked, Vendor must immediately inform MRR and the MRR affiliate. Failure to provide such notification shall be deemed a material breach and MRR and the MRR affiliate may immediately terminate this Purchase Order and Vendor shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts or any other upfront payments made by MRR or any MRI affiliates.

II. PURCHASE ORDER TERMS AND CONDITIONS

UNLESS THERE IS ALSO A FORMAL WRITTEN AGREEMENT RELATED TO THIS PURCHASE ORDER AND SIGNED BY BOTH PARTIES, VENDOR'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THIS PURCHASE ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR OR ANY ATTEMPT BY VENDOR TO VARY THE TERMS HEREOF.

Vendor, by accepting a Purchase Order ("Order") from MRR, expressly agrees as follows:

A. Applicable Laws

All goods and services provided by Vendor hereunder shall comply with, meet or exceed the standards contained in any and all applicable statutes, ordinances, administrative orders, rules and regulations of the country of origin and the country of destination, and all applicable mandatory or voluntary industry and trade association standards. Vendor warrants that the merchandise manufactured and delivered hereunder shall be sold to MRR at their value, as the term is defined in the United States Trade Agreements Act of 1979, as may be amended from time to time.

B. Cancellation

Buyer may for any reason, at Buyer's option, cancel any unshipped merchandise or unperformed services. To the extent this Order covers services or stock merchandise, Buyer's only obligation is to pay for and accept merchandise shipped, and services performed, prior to such cancellation. To the extent this Order covers merchandise manufactured or fabricated to Buyer's (as opposed to Vendor's) specifications, Vendor shall immediately stop all performance hereunder upon receipt of notice of cancellation and, if Vendor is not in default, Buyer shall reimburse Vendor for the actual, direct cost to Vendor of such merchandise which has, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such merchandise shall pass to Buyer. Vendor agrees that it will not manufacture items in reserve in an amount greater than the number of manufactured items that Vendor has shipped to Buyer at any one time. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

C. Timely Deliveries

All merchandise specified on this Order must be delivered on or by the cancel date. If delivery is not made within this time, MRR has the right to cancel, recall or re-negotiate the entire Order or any undelivered part of the Order without any obligation to MGM Resorts. Vendor must immediately notify MRR in writing to the appropriate Buyer if Vendor will be unable to deliver all or any part of the Order by the cancel date. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

D. Quantities

Vendor shall deliver to MRR only the merchandise specified on the Order. MRR may not accept any merchandise not specified on the Order, even if such merchandise is delivered as an accommodation. Vendor shall not deliver a greater quantity of merchandise for MRR than the quantity specified in the Order. If Vendor delivers to MRR a greater quantity of merchandise than specified in the Order, Vendor agrees that such merchandise is supplied to MRR at no charge and MRR may sell or otherwise dispose of the merchandise in its sole and absolute discretion without liability to Vendor. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

E. Inspections and Acceptance

All merchandise Vendor delivers to MRR hereunder must be free of defects. MRR is under no obligation to accept or pay for damaged merchandise. Vendor shall bear all risks with respect to the merchandise until the merchandise has been delivered to, inspected, and accepted by, MRR. Without waiver of any of MRR rights or remedies against Vendor for breach of warranty, MRR may return for full credit all or any part of the merchandise delivered hereunder to the extent that such merchandise is defective in any way or otherwise does not conform to this Order or to MRR specifications at Vendor's shipping expense. Vendor acknowledges that if merchandise produced by Vendor hereunder employs, reproduces or otherwise incorporates MRR intellectual property, and such merchandise is defective or for any reason rejected by MRR, unauthorized disposal of such defective or rejected merchandise would damage the goodwill associated with such intellectual property or may place MRR at risk of third party claims, and agrees that it shall not sell or otherwise provide such defective or rejected merchandise to any third party. Vendor shall destroy all such defective or rejected merchandise at its own cost and expense. If Vendor's merchandise does not match MRR P.O. description, MRR Buyer reserves the right to renegotiate terms.

F. Third Party

Merchandise delivered pursuant to this Order must be free and clear of all liens and encumbrances whatsoever and Vendor must have good and marketable title to all merchandise delivered and authority to employ any third-party intellectual property incorporated or reproduced in or on such merchandise. Vendor warrants that the purchase of the merchandise by MRR and the sale of the merchandise by MRR to others does not and will not violate any intellectual property right of Vendor or any third party.

G. Purchase Order Acceptance

This Order when electronically transmitted by MRR and bearing an order number is the only Order that shall be recognized by MRR as authority for charging merchandise to its account. It supersedes all previous communication and negotiation and constitutes the sole and entire agreement between parties as it relates to the items referenced on the Order, unless there is also a formal, written agreement related to this Order signed by the parties, in that case the Order and the formal, written agreement shall constitute the sole and entire agreement of the parties. Acceptance by Vendor of the Order and the Terms and Conditions above shall be deemed to occur upon Vendor's commencement of performance of its obligations hereunder.

This Order with any attachments referred to herein embody the final, exclusive, and complete expression of agreement of the parties hereto, and may modified only in writing duly executed by both Buyer and Vendor. A revised purchase order will be sent documenting changes.

Prior to shipping of merchandise and issuance of Vendor Invoices, Vendors are required to send a confirmation of the Order to MRR.

H. Extra Charges

No additional charges of any kind, including charges for boxing, packing cartage, or other extra will be allowed unless specifically agreed to in writing in advance by MGM Resorts Buying Management.

I. Rebates

If any rebates are available to MRR for any merchandise purchased from the Vendor, Vendor shall inform MGM Resorts of such rebates, pay such rebates by check payable to "MRR", and reference the number of the Order to which the rebate applies. Vendor shall not pay rebates in cash or make rebate checks payable to any MRR employee.

J. Price Changes

All price changes must be notified to the MRR Buyer in writing thirty (30) days before taking effect.

K. Purchase Order Template

All vendors must utilize the Purchase Order Template to provide new item information for Purchase Order creation. See [Exhibit A] Purchase Order Template. A digital copy will also be supplied.

L. Changes

Buyer may, at any time prior to delivery, change the specifications for the products and delivery thereof. Vendor will accept any changes, provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust and modify the terms hereof in writing accordingly. Vendor shall inform Buyer in advance of the shipment of goods or rendering of services of any material change, intentional or otherwise, to the G&S, including without limitation, changes in composition, quality specifications, labeling, functionality, safety, manufacturing locations, and any suppliers. Upon notice of any change, Buyer may cancel this Order. Any revisions to this Order, price or otherwise, must be in writing and approved by Buyer. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

M. Consignment Purchase Orders

Consignment is a business arrangement in which a business, also referred to as a consignee, agrees to pay a seller, or consignor, for merchandise after the item is sold. Consignment product will be agreed upon by both Buyer and Vendor. Consignment merchandise will be issued on a separate Purchase Order and will have the term "memo" noted after the vendor item description.

N. Indemnity

To the fullest extent permitted by law Vendor, at its sole cost and expense, agrees to indemnify, defend and hold harmless Buyer, its Third Party Beneficiaries its contractors and subcontractors, consultants, their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Buyer's Indemnitees") from and against any and all losses, damages, costs, expenses, claims, judgments or liabilities (including reasonable costs and attorney's fees which shall be reimbursed as incurred) which in any way arise out of or relate to any actual or alleged injury, death or damage to any person or property resulting from any act or omission of Vendor, its employees, contractors or affiliates or the goods supplied or services covered by this Order. Vendor also agrees, at its sole cost and expense, to indemnify, defend and hold harmless Buyer's Indemnitees, their parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, successors and assigns, employees from and against any and all claims, demands, losses, liabilities, damages, causes of action or expenses (including reasonable costs and attorney's fees, which shall be reimbursed as incurred), caused by, resulting from, or in any way connected with (a) an infringement of or claimed infringement of any patent, trademark, or copyright arising out of the sale, use or possession of the merchandise furnished by, or the services performed by Vendor (b) the acts or omissions of Vendor or Vendor's agents, employees, subcontractors or contractors in conjunction with this Order, or (c) any breach of the warranties of Vendor contained in this Order.

O. Privileged Licenses

Vendor acknowledges that Buyer, its parent, subsidiaries and affiliates, are businesses that are, or may be, subject to and exist of privileged licenses issued by governmental authorities or other sovereigns. If requested to do so by Buyer, Vendor, and its agents, employees, or representatives, shall obtain any license, qualification, clearance or the like which shall be requested or required of any of them by Buyer or any regulatory authority having jurisdiction over Buyer or any parent company, subsidiary or affiliate of Buyer. In the event Vendor is either denied a registration, license or certification or its registration, license or certification is revoked or threatened to be revoked, Vendor must immediately inform notify Buyer of such denial, revocation or threatened revocation. Failure to provide such notification shall be deemed a material breach of this Order and MRR and Buyer may terminate the Order in its entirety and Vendor shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or any other upfront payments made Buyer. If Vendor, or Vendor's agents, employees, or representatives, fails to satisfy such requirement or if Buyer or any parent company, subsidiary or affiliate of Buyer is directed to cease business with Vendor or its agents, employees or representatives by any such authority, or if Buyer shall in good faith determine, in Buyer's sole and exclusive judgment, that Vendor, or any of Vendor's agents, employees, or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities or (b) was or is involved in any relationship; either of which could or does jeopardize Buyer's business or such licenses, or those of a parent company, subsidiary or

affiliate, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Order may be terminated immediately by Buyer. Further, Vendor (a) acknowledges its understanding that it is illegal for a denied license applicant or a revoked licensee, or a business organization under such a person's control, to enter into, or attempt to enter into, a contract with MRR, its parent company, subsidiaries, or any affiliate, without the prior approval of the applicable gaming authorities; (b) affirms that Vendor is not such a person and is not under the control of such a person; and (c) agrees that this Contract/ Purchase Order is subject to immediate termination, without further liability to Vendor, if Vendor is or becomes such a person or is under the control of such person. Vendor agrees at all times to (i) keep its license current (if applicable) during the Term of this Purchase Order, and additionally (ii) abide by all licensing and the applicable state gaming regulator and commission requirements and regulations and agrees to fully indemnify and hold harmless MRR for any and all costs, fees, fines or damages it incurs as a result of Vendor's violations of the applicable state gaming regulator and commission requirements and/or regulations. Vendor acknowledges and agrees that Vendor shall be solely responsible for complying with any and all registration, certification and/or licensing requirements, as may be required by Applicable Laws, prior to accepting Orders, from certain MRR Affiliates. In the event Vendor is either denied a registration, license or certification or its registration, license or certification is revoked or threatened to be revoked, Vendor must immediately inform MRR and the MRR affiliate. Failure to provide such notification shall be deemed a material breach of Vendor's obligations and MRR and the applicable MRR affiliate may immediately terminate this Order and Vendor shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts or any other upfront payments made by MRR or any MRR affiliates.

P. Force Majeure

Neither party will be liable for any delay nor failure in performing its obligations under the Order (including failure to take delivery of the G&S) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, pandemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Vendor will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Vendor from carrying out its obligations under this Order for a continuous period of more than thirty (30) days, Buyer may terminate the Order immediately by giving written notice to Vendor.

III. RETURN POLICY

The below information reflects the policy of MRR as it pertains to overages, damaged merchandise and substitutions.

A. Damaged merchandise will be handled in one of the following ways

1. Damaged merchandise will be returned to Vendor for credit at Vendor's expense
2. Damaged merchandise will be exchanged at Vendor's expense
3. Damaged merchandise to be destroyed for Vendor credit

Responsibility for damage to merchandise or services to be furnished under this Order from any cause whatsoever shall rest with Vendor until final receipt and acceptance thereof by Buyer and, in the case of merchandise to be installed or services to be performed, until final installation or final completion as applicable, and acceptance thereof by Buyer. Vendor warrants to Buyer that it has not, and will not, pay any rebate, commission, kickback, salary, remuneration or reward, indirectly or in any form whatsoever, to any officer, employee, agent, or representative employed by or on behalf of Buyer. Vendor may not assign any of its rights or obligations under this Order without Buyer's prior written consent. All services and merchandise furnished hereunder shall be free of any liens, claims, encumbrances and retained title contracts. All of Vendor's services and work product shall comply with any and all applicable federal, state, and local laws, rules, regulations and ordinances and Buyer's safety policies and procedures. To the extent Vendor will perform services hereunder at Buyer's property; Vendor shall conduct such services only at such specific Buyer approved times and, on such days, specific days, as approved of in advance by Buyer. The laws of the State Nevada shall govern the validity, construction, performance and effect of this Agreement. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN ALL ACTIONS AND OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ALL ACTIONS AND OTHER LEGAL PROCEEDINGS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

B. Substitutions

No merchandise is to be substituted for what was originally ordered and confirmed without the written permission and a revised purchase order from an MRR Buyer. Any substitutions made without written permission will be returned to the Vendor at the Vendor's expense or retained by MRR at zero cost. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

C. Overages

Any merchandise overages will be received at NO CHARGE to MRR

IV. TICKETING GUIDELINES

MRR requires ALL Vendors to ticket merchandise unless an agreement has been authorized by any MRR Buying Management. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

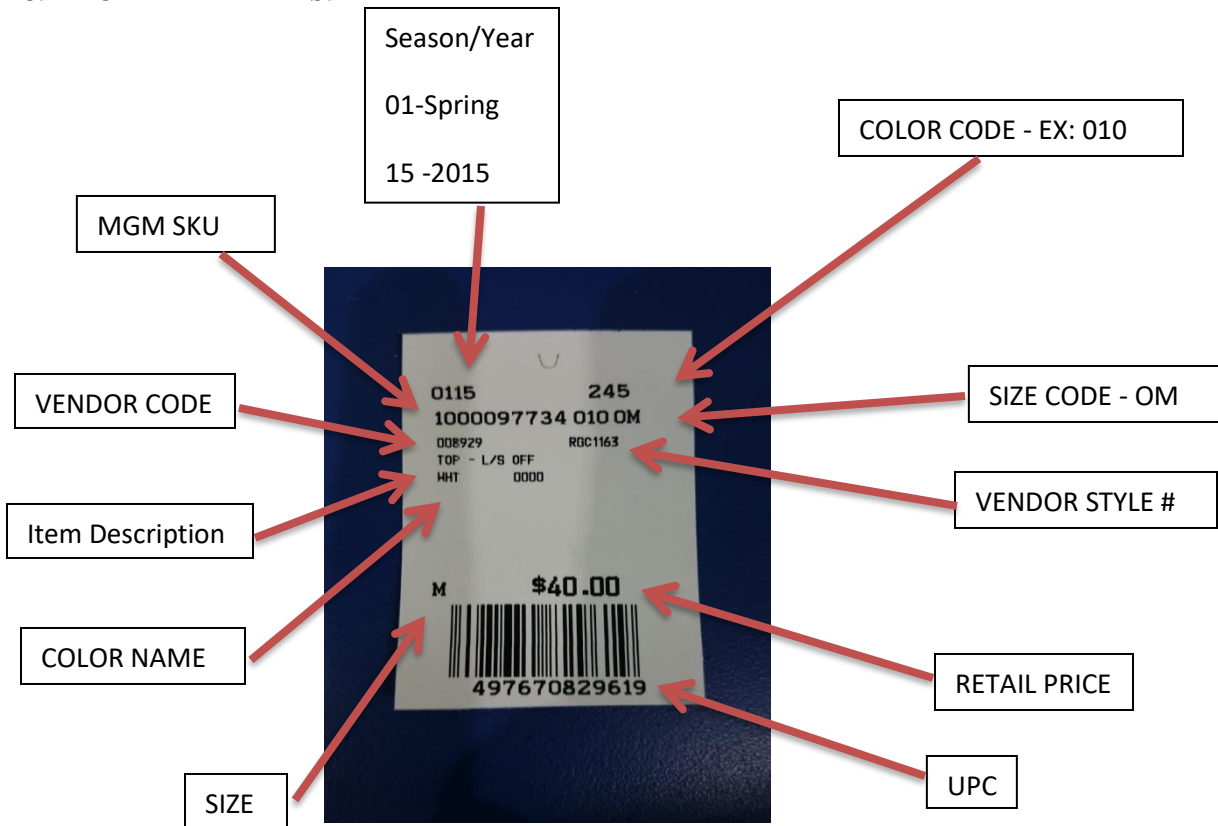
A. VENDOR PRODUCED TICKETS

1. Semi-permanent adhesive is the only approved adhesive.
2. All tickets on merchandise must reflect current MRR price or MSRP, valid UPC barcode, SKU, size and color code, Vendor style, and order item description as applicable.
3. Remove any incorrect tickets; do not apply new ticket over incorrect ticket.
4. MRR requires any Vendor produced tickets with dimensions, to be approved in advance.

B. MRR – PRODUCED TICKETS:

Vendor may purchase pre-printed tickets from MRR via Vendor Ticket Request form. Form may be requested by e-mailing retailtickets@mgmresorts.com. Form must be filled out in its entirety. There is a charge per ticket ordered plus shipping. This charge will be deducted from the matching Purchase Order's invoice.

C. TICKET EXAMPLES:



Hang Tag – Ticket code 1



Sticky Tag – Ticket code 3



Jewelry Tag – Ticket code 4



D. Ticket Placement

MGM RESORTS INTERNATIONAL

Merchandise Type	Ticketing	Ticket Type	Ticket Description	MGM Resorts
	Requirement			Ticket Placement
Backpacks	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Outside pocket
Belts	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through buckle or belt hole.
Bottoms - hanging or folded (Including Denim)	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven label or seam of waistband
Confections	UPC	no ticket		
Dress shirts (folded)	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through second buttonhole at front of shirt
Dresses	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Fashion Jewelry - loose	UPC, Style, Color, Size, Retail	4	Jewelry Ticket	Around item
Fashion Jewelry - on cards or in boxes	UPC, Style, Retail	3	Sticky Label	Back of card or bottom of box in bottom right corner
Gloves - not boxed	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through vendor care label
Hair Accessories - loose	UPC, Style, Color, Retail	4	Jewelry Ticket	Around item
Hair Accessories - on cards	UPC, Style, Color, Retail	3	Sticky Label	Back of card bottom right corner
Handbags - hinged, clutch (High Value)	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Inside pocket
Hats/Caps	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Inside of hat
Intimate Apparel (Hanging)	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Intimate Apparel (Packaged)	UPC, Style, Color, Size, Retail	3	Sticky Label	Back of packaging bottom right corner
Key chains, lanyards	UPC, Style, Color, Retail	4	Jewelry Ticket	Around the keying
Luggage/Briefcases	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Around handle
Magnets	UPC, Style, Retail	3	Sticky Label	On back bottom right of card
Masks	UPC, Style, Color, Retail	4	Jewelry Ticket	Through the ribbon/tie, closest to the side of the mask
Men's & Boys Suits, Sports Coats & Blazers	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Outerwear - Jackets, vests and coats	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Pens	UPC, Retail	3	Sticky Label	Placed at the bottom of the pen
Pins	UPC, Style, Color, Retail	3	Sticky Label	On back bottom right of card
Plush	UPC, Style, Color, Retail	3	Sticky Label	On back or bottom right of vendor/custom tag
Postcards	UPC	no ticket		
Posters	UPC, Style, Color, Retail	3	Sticky Label	On plastic sleeve close to either end. If no plastic sleeve does not ticket.
Robes	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Scarves/Shawls	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Through vendor care label
Shoes	UPC, Style, Color, Size, Retail	3	Sticky Label	Short end of box with vendor info and one in the box for display
Socks/Tights/Hosiery	UPC, Style, Color, Size, Retail	3	Sticky Label	Placed in center of back portion of packaging
Sold in box/package (cosmetics, housewares, tabletop, gloves, umbrellas, candies, bath accessories, electronics)	UPC, Style, Color, Retail	3	Sticky Label	On back or bottom right of item

[MRR VENDOR COMPLIANCE MANUAL]

Sold out of box/package (frames, housewares, tabletop, gifts, candles, bath accessories, drink ware, mouse pads)	UPC, Style, Color, Retail	3	Sticky Label	On back or bottom right of item
Sunglasses	UPC, Style, Color, Retail	4	Jewelry Ticket	Right arm
Sweaters (Men, Women & Kids)	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Swimwear/Body wear	UPC, Style, Color, Size, Retail	3	Sticky Label	Vendor tag and add sticker as necessary
Ties	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Vendor label on back of tie
Tops -T shirts, Polos, Tanks, Sweatshirts and blouses	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Towels	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Vendor care label
Toys - carded or boxed	UPC, Style, Color, Retail	3	Sticky Label	On back bottom right of card or box
Umbrellas	UPC, Style, Color, Retail	3	Sticky Label	Vendor tag or handle
Video, Audio, books, programs	UPC, Style, Color, Retail	3	Sticky Label	Use printed UPC or back of item bottom right if not printed UPC exists
Wallets (Men & Women)	UPC, Style, Color, Retail	1	Hanging Apparel Ticket	Secured inside pocket
Women's Suits	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam
Woven Shirts - Hanging	UPC, Style, Color, Size, Retail	1	Hanging Apparel Ticket	Through woven neck label or neck seam

V. AUTHORIZED APPROVED LABEL SUPPLIER: AVERY DENNISON

If Vendor is producing goods for MRR, Vendor will need to purchase main woven labels from Avery Dennison. Avery Dennison is the only authorized logo label supplier. All information can be found on the Avery Dennison website: <http://www.webservices.averydennison.com>. It is imperative this site is utilized for all label ordering. This site has specific guidelines to follow in order to make label purchasing easier and more efficient.

VI. DOMESTIC ROUTING

A. General Information

All LTL shipments sent to MRR should be shipped utilizing the services of UPS Freight. All Small Package shipments to MRR should be shipped via UPS Parcel. This is applicable to all Vendors shipping to MRR except Fine Watch, Fine Jewelry and Import Vendors. Shipments should be directed to the address noted on purchase order. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

B. Shipping Guidelines

Below are the guidelines to determine when to choose either UPS Freight vs. UPS Small Package:

1. UPS FREIGHT-LTL

- Total shipment weight is 500 lbs. or greater and
- Any one piece is more than 150 pounds and/or
- Any one piece is larger than 84 inches in length and/or
- Any one piece is larger than 130 inches in length plus girth [(2 x width) + (2 x height)]
- Shipment is not able to be shipped with an outer carton (box)

2. UPS SMALL PACKAGE

- Total shipment weight is less than 500 lbs. and
- Any one piece of the shipment is less than 150 pounds and/or
- Any one piece is smaller than 84 inches in length and/or
- Any one piece is smaller than 130 inches in length plus girth [(2 x width) + (2 x height)]

C. Shipment Scheduling Instructions

1. UPS Freight-LTL

UPS Freight shipments should be scheduled via contacting the below individual at UPS Freight who will assist you with scheduling your shipment. **You will be required to provide your PO# and all pertinent shipment details in order to schedule the shipment.**

1-866-443-9329 marieclay@ups.com

2. UPS Small Parcel

The steps below are required to complete any UPS Small Parcel Shipments. If you have any questions or need additional information please contact your local UPS Account Executive, visit ups.com or call 1-800-PICKUPS.

D. Service and Billing Option

All shipments must be sent UPS Ground unless otherwise approved by MRR Buying Management. Failure to follow these guidelines will result in vendor to cover expense.

- All charges should be billed to MRR (**THIRD PARTY**). The following information must be used when billing third party;
- MGM RESORTS UPS ACCOUNT NUMBER (also known as shipper number) **R91640**
- MRR Billing address for Third Party Billing:

MGM Resorts Retail
3920 W. Sunset Road Ste. E
Las Vegas, NV 89118

Reference Number/Invoice Number/Purchase Order Number

It is critical that you reference the purchase order for ALL shipments. The purchase order must be included on the form in Reference Number 1. Failure to use the purchase order number will require the vendor to cover the expense.

The screenshot shows the UPS WorldShip software interface. The window title is "UPS WorldShip" and it has a menu bar with "File", "Edit", "Activities", "Tools", "UPS Web Access", "Import/Export Data", "Window", and "Help". Below the menu bar is a toolbar with icons for "PACKAGES", "FREIGHT", "HISTORY", "SHIPMENT", "UPS.COM", "TRACK", "ADDRESS", "SEND TO UPS", "REPORT", "UNDO", "VOID", "END OF DAY", and "HELP".

The main interface is divided into several sections:

- Ship To / Ship From / Distribution:** Includes fields for Customer ID, Company or Name, Attention, Address 1, Address 2, Address 3, Country/Territory (United States), Postal Code, City or Town, State/Province/Country, Telephone, E-mail Address, UPS Account Number, and Tag ID Number. There are checkboxes for "Update Address Book" and "Residential".
- Service / Options / Detail / Reference:** Includes a "Shipment" section with "UPS Service" (Ground), "Saturday Delivery" checkbox, and "Package" section with "Package Type" (Package), "Length", "Width", "Height" (in), "Declared Value", "Reference Number 1", and "Reference Number 2".
- Bill Transportation To:** A dropdown menu set to "Third Party".
- Weight (lb) / Shipment:** A field for "Package" weight and a "Shipment" weight of "0.0".
- Shipment Cost (USD):** A large field displaying "0.00".
- Shipper / Profile:** A dropdown menu set to "01X932" and a "Profile" dropdown set to "Champion".
- Bottom Bar:** Includes "Pkg:" with a "1" in a box, "is NEW", "Add", "1 Pkgs", "Delete Pkg", and "Process Shipment F10".

Two red arrows point to the "Reference Number 1" field and the "Bill Transportation To" dropdown menu.

Your invoice may vary from the displayed rates.

VII. FINE JEWELRY

The Vendor is responsible for freight and insurance of shipment. Shipping terms are FOB destination.

VIII. INTERNATIONAL ROUTING

A. Shipping Information

All air-freight shipments must be pre-approved in writing by MRR Buying Management prior to shipping.

IX. SHIPPING DOCUMENTS

A. Packing List Requirements

All merchandise delivered to MRR must be accompanied by a detailed packing list or detailed invoice, or it will not be accepted. MGM Resorts will not be charged for packing or drayage unless otherwise indicated on the fact of this Order. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

All packing lists must be adhered to the exterior of the lead carton and include the following information:

1. MRR Purchase Order Number
2. Vendor style number must match Purchase Order
3. Units shipped by style, color, and size
4. Total units itemized by style, color, and size
5. Units per prepack (if applicable)
6. Number of cartons shipped
7. Individual carton content, by carton number
8. Gross weight by carton and total

B. Packing and Carton Specifications

Carton Weight

MAXIMUM	MINIMUM
150 lbs.	None

Carton Dimensions (length X width X height)

MAXIMUM	MINIMUM
26"x26"x26"	None
Or	
(2XL) + (2XW) + H = 130"	

Any carton that exceeds the UPS maximum carton dimensions will need to be shipped by our specified freight line, UPS Freight (LTL). See "shipping guidelines" under Domestic Routing Section.

Cardboard Spec's (Domestic Shipments)

- 250# or GREATER
- No recycled cardboard
- Inner carton must be re-shippable
- Carton completion
- No straps, no strings, no staples

Boxes must be taped to ensure contents arrive intact.

C. Carton Packing

All cartons must be packed to capacity. Do not under any circumstances ship a carton half full. This causes cartons to be smashed when they are in transit. All merchandise with liquid type product must be heat-sealed and/or blister packed to eliminate leakage and damage of product. Garments on hangers must be pre-bagged. The hanger, hook, and garment must be completely enclosed inside the polybag. MRR has the right to refuse any order that arrives visibly damaged, compromised, and/or by accepting could cause a danger to our employees and will be returned to the Vendor at Vendors expense.

D. Carton Marking

PO numbers must be shown on the exterior of each package, packing slip and invoice. Mark individual carton number and total number of cartons on the outside of each box; address to MGM RESORTS /Retail along with appropriate Property Shipping Address. Failure to adhere may result in additional fees and costs to be borne by Vendor. Refer to Discount Schedule in Exhibit B.

Example: 20 of 30 cartons

Mark cartons containing breakable items **FRAGILE**.

Please make sure to attach the packing list to the outside of the LEAD CARTON.

**All packing lists must include the following information:
(Refer to section "A" for Packing List Details)**

Address to MRR – then show the Property Address along with the PO Box #.

X. TERMS OF PAYMENT

A. Invoices

The Vendor must provide MRR with an invoice no later than the day following the shipment or completion of services rendered.

1. Invoice Requirements (must be typed or printed)

- (a) Vendor name and phone number
- (b) Remittance address
- (c) Ship to address
- (d) Valid MRR purchase order number
- (e) Each purchase order must be invoiced separately (one invoice, per PO, per shipment)
- (f) Factor information
- (g) Invoice number, and date
- (h) Payment terms
- (i) Total quantity per style number
- (j) Unit price per style number
- (k) Description of merchandise
- (l) Extended total price and final total payment amount due
- (m) Do not add freight to invoices (refer to MRR shipping policy)

All Retail invoices should be mailed or emailed:

**MGM Resorts Retail
Attn: Retail Accounts Payable
PO BOX 98566
Las Vegas, NV 89193**

corpetailacctspay@mgmresorts.com

B. Terms

The cash discount period will begin from the date of receipt of merchandise or invoice by MRR, whichever is later. C.O.D. shipments will not be accepted. MRR will assume no responsibility for interest charges or late fees on payments. Standard payment terms are NET 60 unless otherwise approved by Buyer.

C. Factors

Any change in Factors by Vendor, must be communicated to MRR Accounting in writing. The effective date of change must be included in the correspondence.

D. Wire Transfers

Banking information should be sent to the following address:

MGM Resorts Retail
Attn: Retail Accounts Payable
880 Grier Drive
Las Vegas, NV 89119

E. Consignment Payment Procedure

- Monthly sales reports are generated by MRR to identify any consignment pieces sold during the previous calendar month.
- Monthly sales reports are distributed to the applicable vendor for invoice creation.
- The Vendor must provide an invoice based on the sales report for payment processing.
- Process payments as per agreed terms.

F. Vendor Owned Payment Procedure

- MRR generates weekly batch process and sales report.
- Batch process will generate the PO and Receiving Memo.
- MRR provides weekly sales report to the applicable Vendor, which is the invoice used to pay Vendor.
- Process payments as per agreed terms.

G. Invoice Claims

All invoice claims inclusive of short payment or no payment must be made within twelve (12) months of Purchase Order delivery date. Failure to comply with this requirement may result in non-payment of the invoice.

XI. Exhibits

Exhibit A – Purchase Order Template

Vendor Filled								
Product Name	Purchase Price	Base Sales Price	External Item Number	Size	Color	Barcode	Minimum Order Quantity (Purchase)	Multiple (Purchase)

Exhibit B – Discount Schedule

<u>Violation</u>	<u>Penalty</u>
Merchandise Shipped to Wrong Location	10% discount and Vendor to assume payment for expedited shipping cost to correct location.
Failure to comply with Ticketing Requirements	10% discount on product with incorrect ticketing.
No/Invalid Purchase Order on Box	10% discount on purchase order.
No Packing List	10% discount on purchase order.
Multiple Purchase Orders in Box/Carton/Pallet	10% discount on purchase order.
Invalid Purchase Orders on Box	10% discount on purchase order.
Arrived Past Cancel Date	25% discount or return via call tag. Discretion of the buyer for second offense of violation.
Over Shipment	25% discount on over shipped products or return via call tag. If no Vendor response within 10 business days, product will be received at no charge to MRR. Additional discounts may apply for multiple over shipments.
Item not on Purchase Order or Style Substitution	25% discount on items not on purchase order or return via call tag. If no Vendor response within 10 business days, product will be received at no charge to MRR. Additional discounts may apply for multiple over shipments.