

## **Electronic Data Interchange Trading Partner Agreement**

### 1. SCOPE

This Agreement, dated as of \_\_\_\_\_, governs the exchange of business documents between Garden Ridge, L.P. ("Buyer") and \_\_\_\_\_ a Corporation ("Seller") through electronic data interchange ("EDI").

### 2. PURPOSE

(A) Buyer and Seller will facilitate purchase and sale of goods and services from each other by electronically transmitting and receiving business documents rather than by exchanging paper documents. Buyer and Seller intend that contracts formed by electronically transmitting documents will be as enforceable as contracts formed by exchanging paper documents.

(B) Nothing in this Agreement precludes Buyer and Seller from entering into contracts by exchanging paper documents.

### 3. SYSTEM OPERATIONS

(A) Each party, at its own expense, will provide and maintain the equipment, software and services necessary to reliably transmit, receive and control documents.

(B) Each party will periodically test and monitor its equipment and software to ensure that it is adequate to reliably transmit, receive and control documents.

### 4. STANDARDS AND TRANSACTIONS

Each party will support the published EDI transaction set standards, including the Data Element Dictionary, Interchange Control Structures, Application Control Structures, and Segment Directory, for the transactions identified on Schedule A (the "EDI Transaction List") as indicated by a ✓ or other mark in the corresponding box with the Version/Release number in the corresponding field. If Buyer or Seller electronically transmits to the other any of such documents in accordance with the appropriate Standard, the other will receive it. Any other transmission of data will have no effect unless justifiably relied on by the receiving party. Buyer will give Seller ninety (90) days notice of intent to upgrade to a new ANSI ASC X12 Standard. Seller must upgrade to the new ANSI ASC X12 Standard within one-hundred-eighty (180) days from Buyer's published date of conversion or actual date of conversion, whichever is later. Beginning one-hundred-eighty (180) days thereafter, Buyer will no longer transmit or receive the previous version of the ANSI ASC X12 Standard.

### 5. MEANS OF TRANSMISSION

(A) The parties will transmit documents directly or through a third party value added network (VAN). Either party may select, or modify a selection of, a VAN upon 30 days written notice.

(B) Each party will be solely responsible for the costs of any VAN with which it contracts.

(C) Each party will be liable to the other for the acts or omissions of its VAN while transmitting, receiving, storing or handling documents. If both parties use the same VAN, the originating party will be liable to the other for the acts or omissions of the VAN related to that document.

### 6. SIGNATURES

Each authorized representative of a party will adopt a unique, verifiable electronic identification consisting of symbols or codes to be transmitted with each transaction set. Use of the electronic identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document. Each authorized

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representative of a party will maintain sole control of the use of his or her signature, and neither party will disclose the signatures of the other party to any unauthorized person.

### 7. GARBLED TRANSMISSIONS

If a party receives an unintelligible document, that party will promptly notify the sending party (if identifiable from the received document). If the sending party is identifiable from the document but the receiving party failed to give notice that the document is unintelligible, the records of the sending party will govern. If the sending party is not identifiable from the document, the records of the party receiving the unintelligible document will govern.

### 8. TRANSACTION SECURITY

Each party will use its standard company's security procedures to ensure that all transmissions of documents are authorized and to protect its business records and data from unauthorized access. Each party will use reasonable care to maintain the confidentiality of EDI transactions in the same secured manner as it would maintain for paper documents.

### 9. DOCUMENT RETENTION

Each party will retain all EDI transactions for at least four weeks after concluding each EDI transaction. The parties will also retain EDI transactions to the extent required by contract or applicable law.

### 10. DOCUMENT RECEIPT AND ACCEPTANCE

(A) No document will give rise to any obligation until it is accessible at the receiving party's computer. Upon receipt of any document, the receiving party will promptly transmit a functional acknowledgment (i.e., ANSI ASC X12 transaction set 997) in return. A functional acknowledgment will be conclusive evidence that the document has been properly received.

(B) Receipt of a Purchase Order (i.e., ANSI ASC X12 transaction set 850), or a Change Order Request (i.e., ANSI ASC X12 transaction set 860) will not give rise to any obligation until the party transmitting the Purchase Order or the Change Order Request has received the corresponding acceptance transaction set (i.e., ANSI ASC X12 855 or 865) in return. Nothing in this paragraph alters the Buyer's right to direct a change unilaterally pursuant to any contract's Changes clause.

### 11. MISCELLANEOUS CLAUSES

Buyer and Seller recognize and agree that this Agreement is derived from an AIA Model EDI Trading Partner Agreement. However, the terms and conditions of Schedule B, if any, which are incorporated herein by reference, were specifically added to this Agreement in order to address issues unique to the parties' requirements.

### 12. PURCHASE ORDER TERMS AND CONDITIONS

All transactions will be subject to Client Corporation Standard Terms & Conditions, and any special terms and conditions referenced in the purchase order, except that purchases under Group Purchase Agreements and/or Corporate Purchase Agreements shall be subject to the terms and conditions of those agreements. For any electronic transmission related matter, the terms of this Trading Partner Agreement, including Schedules A and B (if any), take precedence over the terms and conditions of the purchase order or GPA/CPA.

### 13. DPAS RATED ORDERS

When Buyer includes a DO or a DX rating in a Purchase Order, Seller will comply with FAR 52.212-8 Priorities, Allocations and Allotments, and the following will be deemed to be included in the Purchase Order in full text: "This is a rated order certified for national defense use. You are required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700)."

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14. ENFORCEABILITY AND ADMISSIBILITY

(A) Any document properly transmitted pursuant to this Agreement will be deemed for all purposes: (1) to be a "writing" or "in writing;" and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of business.

(B) Any document signed and transmitted pursuant to this Agreement will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the document be in writing or signed. Documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will be admissible to the same extent as business records maintained in written form.

(C) The conduct of the parties pursuant to this Agreement, including the use of documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.

15. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Neither party will be liable to the other for any special, incidental or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any transaction set pursuant to this Agreement.

16. NATURE OF AGREEMENT

This Agreement is not a joint venture or partnership agreement. Neither party will have a right or obligation to share profits or losses arising out of the efforts of the other party. This Agreement does not express or imply any commitment to purchase or sell goods or services.

17. MODIFICATION

This Agreement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

18. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the substantive law of the State in which the Buyer's facility is located.

19. TERMINATION

Either party may terminate this Agreement by giving the other party 30 days written notice specifying the effective date of termination. Any termination will not alter the rights or duties of the parties with respect to documents transmitted before the effective date of the termination.

20. ENTIRE AGREEMENT

This Agreement and the Schedules constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

**SELLER**

Company	
Authorization by	
Signature	
Title	

Date	
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**The Client EDI Trading Partner Agreement must be signed and returned by**

**fax to: Polly Walker**

**Fax (281) 579-6477**

SCHEDULE A  
EDI TRANSACTION LIST

<input checked="" type="checkbox"/>	<u>Transaction Set</u>	<u>Description</u>	<u>ANSI ASC X12 Standard Version/ Release Number</u>
<input type="checkbox"/>	805	Contract Pricing	
<input type="checkbox"/>	806	Project Schedule Report	
<input checked="" type="checkbox"/>	810	Invoice	
<input type="checkbox"/>	819	Operating Expense Statement	
<input type="checkbox"/>	820	Payment Order/Remittance Advice	
<input type="checkbox"/>	822	Customer Account Analysis	
<input type="checkbox"/>	823	Lock box	
<input type="checkbox"/>	827	Financial Return Notice	
<input type="checkbox"/>	829	Payment Cancellation Request	
<input type="checkbox"/>	830	Planning Schedule w/Release Capability	
<input type="checkbox"/>	832	Price/Sales Catalog	
<input type="checkbox"/>	836	Contract Award	
<input type="checkbox"/>	838	Trading Partner Profile	
<input type="checkbox"/>	839	Project Cost Report	
<input type="checkbox"/>	840	Request for Quotation	
<input type="checkbox"/>	841	Specifications/Technical Information	
<input type="checkbox"/>	842	Non-conformance Report	
<input type="checkbox"/>	843	Response to Request for Quotation	
<input type="checkbox"/>	844	Product Transfer Account Adjustment	
<input type="checkbox"/>	845	Price Authorization Acknowledgment/Status	
<input type="checkbox"/>	846	Inventory Inquiry/Advice	
<input type="checkbox"/>	849	Response to Product Transfer Account Adjustment	
<input checked="" type="checkbox"/>	850	Purchase Order	
<input type="checkbox"/>	855	Purchase Order Acknowledgment	
<input checked="" type="checkbox"/>	856	Ship Notice/Manifest	
<input type="checkbox"/>	858	Shipment Information	
<input type="checkbox"/>	859	Freight Invoice	
<input type="checkbox"/>	860	Purchase Order Change Request	
<input type="checkbox"/>	861	Receiving Advice	
<input type="checkbox"/>	862	Shipping Schedule	
<input type="checkbox"/>	863	Report of Test Results	
<input type="checkbox"/>	864	Text	

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<input type="checkbox"/>	865	Purchase Order Change Acknowledgment
<input type="checkbox"/>	866	Production Sequence
<input type="checkbox"/>	867	Product Transfer and Resale Report
<input type="checkbox"/>	868	Draft - Electronic Form Structure
<input type="checkbox"/>	869	Order Status Inquiry
<input type="checkbox"/>	870	Order Status Report
<input checked="" type="checkbox"/>	997	Functional Acknowledgment

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SCHEDULE B  
MISCELLANEOUS CLAUSES

**NOTE: This Schedule is designed for Buying companies to use to tailor the TPA for their own needs. It may include company or component-specific clauses, as well as non-standard clauses negotiated with a given Seller. The following clauses apply to Client sites using the Consolidated Procurement System.**

- A. SEVERABILITY: Any provisions of this Agreement which are determined to be invalid or unenforceable will be ineffective to the limited extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- B. FORCE MAJEURE: No party shall be liable for any failure to perform its obligations in connection with any transaction or any document, where such failure results from any act of God or other cause beyond such party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents such party from transmitting or receiving any documents.
- C. DOCUMENT ACCEPTANCE: (Reference section 10) CLIENT is not using either the 855 or 865 acceptance transaction sets. If the terms of either the PO (850) or PO Change (860) are not acceptable to the seller, and a functional acknowledgment (997) has been received on behalf of the buyer, the seller must immediately contact the buyer to resolve the issue.