

EDI AGREEMENT

The following is a basic EDI Trading Partner Agreement for use by all of Mills Fleet Farm trading partners.

This agreement addresses issues which may arise out of doing business electronically. These include: legality of documents which do not appear on paper, liability for errors on the part of third party vendors, allocation of costs of EDI transactions, etc. This agreement will fairly assign all responsibilities and accurately reflect the environment in which companies conduct EDI transactions.

This Agreement has no effect on the current terms and conditions, which Mills Fleet Farm has previously set for use in purchasing from our vendors.

Please complete and sign Agreement
Keep a copy for you records & return a copy to:
FLEET WHOLESALE SUPPLY
ATTN RUDY HOLZ
PO BOX 1199
APPLETON WI 54912-1199

ELECTRONIC DATA INTERCHANGE AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE AGREEMENT (the "Agreement") is made as of the ____ day of _____, 20____, by and between Mills Fleet Farm/Fleet Wholesale Supply, a Wisconsin corporation with offices at Appleton, Wisconsin, and any and all Divisions of Mills Companies and _____, a _____ corporation, with offices at _____.

Mills Fleet Farm/Wholesale Supply desires to facilitate purchase and sale transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution of conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of the available electronic technologies for the mutual benefit of the parties. NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Documents: Standards

Each party may electronically transmit to or receive from the other party any of the transaction sets listed in this Agreement, {transaction sets which the parties regularly transmit} and transaction sets which the parties by written agreement may add to this Agreement. Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in this Agreement.

Third Party Service Providers

Documents will be transmitted electronically to each party either, as specified in this Agreement, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice.

Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in this Agreement.

Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing, or handling Documents, or performing related activities, for such party; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

System Operations

Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive Documents.

Security Procedures

Each party shall properly use those security procedures, including those specified in this Agreement, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business and data from improper access.

Signatures

Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document transmitted by such party ("Signature"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated such document. Neither party shall disclose to any unauthorized person the Signature of the other party.

Proper Receipt

Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in this Agreement.

Verification

Upon receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgement in return, unless otherwise specified in this Agreement. A functional acknowledgement shall constitute conclusive evidence a Document has been properly received.

Acceptance

If acceptance of a Document is required by, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such document has properly received in return an Acceptance Document.

Garbled Transmissions

If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the retrieved Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

Terms and Conditions

This agreement is to be considered part of any other written agreement referencing it. In the absence of any other written agreement applicable to any transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the terms and conditions included on each party's standard printed applicable forms attached to or identified in this Agreement as the same may be amended from time to time by either party upon written notice to the other.

The terms of this Agreement shall prevail in the event of any conflict with the other terms and conditions applicable to the Transaction.

Record Retention

Seller shall retain for a period of two (2) years from fulfillment of an Order the Order transmission. Retention shall be in electronic or hard copy format.

Confidentiality

All information contained in any Document or otherwise exchanged between the parties shall be considered confidential.

Validity; Enforceability

This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

Any Document properly transmitted pursuant to this Agreement shall be considered in connection with any Transaction, any other written agreement described in Terms and Conditions section, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

The conduct of the parties pursuant to this Agreement, including the use of Signed 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, any Transaction and any other written agreement described in the Terms and Conditions Section.

The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained on documentary form.

Termination

The Agreement shall remain in effect until terminated by either party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

Severability

Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

Entire Agreement

This Agreement constitutes the complete agreement of the parties relating to the matter specified in this Agreement and supersedes all prior representatives or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

Governing law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

Force Majeure.

No party shall be liable for any failure to perform its obligation 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.

Limitation of Damages.

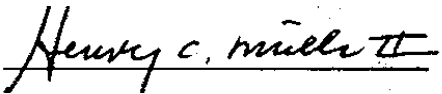
Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Mills Fleet Farm/Fleet Wholesale Supply

BY: 

NAME: Henry C. Mills II

TITLE: Co-President

BY: _____

NAME: _____

TITLE: _____

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STANDARDS

American National Standards Institute (ANSI) X.12

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include on the Transaction Sets listed in the DOCUMENTS section of the chart below.

DOCUMENTS

	Transaction Set No.	Document Name	Version Release
Order Document	850	Purchase Order	4010
Invoice Document	810	Invoice	4010
Shipment Notice Document	856	ASN	4010
Verification Document	997	Functional Acknowledgement	4010

THIRD PARTY SERVICE PROVIDERS

(If the parties will be transmitting documents directly, insert "NONE".)

	Name	Company/Address	Telephone #
Mills Fleet Farm	Sterling Information Broker	Sterling Commerce 4600 Lakehurst Ct Dublin OH 43016	614-793-4000
Trading Partner			

RECEIPT COMPUTER

Mills Fleet Farm - IBM AS/400 or replacement, Appleton, Wisconsin

Trading Partner- _____

SECURITY PROCEDURES

Signatures:

Mills Fleet Farm To be provided by each party
to the other in a separate writing
 Trading Partner upon execution of this Agreement.

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TERMS AND CONDITIONS

1. **VALIDITY, TERMS OF THIS PURCHASE ORDER:** Vendor's shipment of goods shall be deemed acceptance of Purchaser's offer to purchase contained in this Purchase Order. Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer, including the shipping and billing instructions contained herein and on the face and back hereof and any attachments or standing instructions previously furnished Vendor.

2. **CANCELLATION AND TERMINATION:** Without prejudice to any other rights or remedies which Purchaser may have, Purchaser may cancel this Purchase Order in whole or in part if there is any defect in workmanship or quality of the goods or their packaging or labeling or if there is any breach of Vendor's warranties hereunder or if there is any delay in delivery from instructions or if there is any other breach of Vendor's obligations or if Vendor makes an assignment for the benefit of creditors or if a receiver for Vendor's assets or business is appointed.

3. **PAYMENT:** Purchaser pays from invoice only and payment shall be deemed extended until the invoice is received without loss of discount. Terms of payment will be considered from the later of the date of receipt of invoice or the date or receipt of goods directly by Purchaser at its place of business. Invoices for merchandise received on or after the 25th will be considered as dated the 1st of the following month.

4. **MERCHANTABILITY, FITNESS, CONFORMANCE:** Whether or not Vendor is a merchant of the kind of goods and/or services provided by it, Vendor warrants that all goods and/or services provided by it: (a) shall be of good quality and workmanship and free from defects, latent or patent, in material or workmanship, (b) shall conform in all respects to all specifications, performance standards, drawings, samples or descriptions, furnished, specified or adopted by Purchaser, (c) shall be merchantable and suitable and sufficient and safe for purposes for which purchased or apparently intended if Vendor knows or should know of those purposes, and (d) shall be free from any claim of any third party. These warranties are in addition to all other express warranties and shall run to the benefit of and shall create direct rights of enforcement and remedy in Purchaser. None of the remedies available to Purchaser for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Purchaser in a separate agreement specifically designating such limitation and signed by an authorized representative of Purchaser. Purchaser's inspection and/or acceptance of and/or payment for goods and/or services shall not constitute a waiver by it of any warranties. Purchaser's approval of any sample or acceptance of any goods shall not relieve Vendor from responsibility to deliver goods and to perform services conforming in all respects to the sample.

5. **COMPLIANCE:** (a) Vendor represents that all merchandise delivered hereunder will have been manufactured in compliance with the Fair Labor Standards Act of 1938, as amended, and the regulations and orders issued thereunder, (b) Vendor represents that any merchandise or fabric furnished hereunder which is subject to flammability standards will have been manufactured in accordance with the Flammable Fabrics Act of 1953, as amended, and all applicable standards and regulations, and will guarantee such compliance on all invoices, (c) Vendor agrees that the labels on any textile fiber products other than wool products delivered, will be in compliance with the Textile Fiber Products Identification Act, as amended, and all applicable regulations and standards and that the following guaranty will be placed on all invoices for such textile fiber products: "We guarantee that the textile fiber products specified herein are not misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the Textile Fiber Products Identification Act and Regulations thereunder", (d) Vendor represents and warrants that all prices, benefits and allowances collected by or granted in consequence of the goods and/or services purchased hereunder are consistently made available by Vendor on a proportionately equal basis to all persons who are or may reasonably be expected to be in competition with Purchaser for the resale thereof, (e) Vendor represents and warrants that all merchandise delivered hereunder shall, if applicable, meet the requirements of the Federal Hazardous Substances Act and any regulations or standards thereunder, (f) shipment by Vendor of any part of this Purchase Order constitutes a warranty and certification that the merchandise and services which are the subject matter of this Purchase Order and the production, sale, packaging, labeling, safety and transportation thereof and all warranties, guarantees, representations and advertising by Vendor made or authorized to be made in connection therewith are in all respects in compliance with all laws, ordinances, rules and regulations, of all government bodies, departments and agencies having jurisdiction thereof, and it is an express provision of this Purchase Order that Vendor will on request defend and in any event indemnify and save harmless Purchaser and its agents from and against any and all claims and determinations to the contrary and all costs and expenses reasonably incurred by Purchaser in connection therewith, including legal expenses, (g) seller warrants that the products sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, PL 91-596). In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at seller's option and at seller's expense. Services performed by the seller which do not conform to the OSHA standards and/or regulations must be corrected by seller at seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

6. **PURCHASER'S INSPECTION:** Purchaser shall be under no obligation to unpack or inspect the merchandise before resale thereof. Vendor shall be responsible for the consequences of negligent manufacture and packaging and for the consequences of negligent handling prior to the point where Purchaser assumes ownership.

7. **PATENTS, PROPRIETARY RIGHTS, INDEMNIFICATION:** Purchaser reserves the right at its option to return at Vendor's expense and for full credit any goods and cancel this Purchase Order where a claim is made (whether founded or unfounded) that the purchase, display or sale by Purchaser infringes or invades any alleged patent, design, trade name, trademark, copyright, right or privacy or any other tangible or intangible personal proprietary or property rights. Vendor agrees that it will upon Purchaser's request defend and in any event, indemnify Purchaser and hold it harmless from and against any and all liability, claims, suits, actions, losses or expense, including costs and legal fees relating to or arising by virtue of any such claim or any patent, design, trademark, right of privacy or other similar actions, suit or proceedings now existing or hereafter commenced with respect to any or all goods covered by this Purchase Order whether or not Purchaser furnishes specifications.

8. **HOLD HARMLESS, INDEMNIFICATION:** Unless caused by the actions or negligence of Purchaser, Vendor agrees to indemnify, defend and hold Purchaser harmless from and against any and all liability claims, suits, actions, losses, or costs or expenses, including costs and legal fees relating to or arising by virtue of any claim or demand of any kind or nature which any buyer of such goods from Purchaser, or any other person including employees or agents of Vendor, whether in privity to Purchaser or not, may solely or in combination with another or others make against Purchaser based upon or arising from the purchase, sale or use of such goods or from any patent or hidden defects in the quality of such goods or the dangerous condition thereof, whether based on claim of breach of express or implied warranty or any other legal theory based on contract or tort law if brought as a class action or not.

9. **REMEDIES LIMITATION:** In no instance shall Purchaser be liable to Vendor in excess of the actual Purchase Order cost less applicable discounts and/or other deductions and no interest or other charge shall be recognized or paid by Purchaser upon any such Purchase Order or resulting invoice. In addition to and not by way of limitation or election of the remedies available to Purchaser under the Uniform Commercial Code, it is specifically agreed: (a) Purchaser may return at Vendor's expense any goods which are not as ordered, which do not comply with this Purchase Order or which are shipped late, (b) Vendor agrees to refund the full purchase price if then paid, and to accept the return at its expense and risk of all orders not delivered at the time specified or not equivalent to the sample submitted or examined, or damaged or not fit for sale, or differing from the amount ordered, or not conforming to all specification terms and provisions of this Purchase Order and to all warranties and guarantees set forth hereunder. Vendor shall pay to Purchaser all incidental and consequential damages suffered by Purchaser for any goods returned by Purchaser or any goods not delivered by Vendor, (c) Vendor shall pay Purchaser a handling charge with respect to any merchandise that is received as an overshipment, was not ordered, is a Vendor substitution, is defective or deviates from order dates, (d) Vendor shall pay Purchaser the full price of all merchandise together with a handling charge for returns by Purchaser in accordance with these terms. At Purchaser's election, such payment will be in cash, or as a deduction against outstanding invoices. Purchaser shall not be obligated to take a credit against future purchases.

10. **CONFIDENTIALITY:** Vendor shall not without first obtaining Purchaser's written consent disclose the fact that Purchaser has ordered the items covered by this Purchase Order, nor except as required for Vendor's performance, disclose any of the details associated with this Purchase Order to any other party. Unless otherwise agreed in writing, no commercial or technical information disclosed or supplied by Vendor to Purchaser shall be deemed secret or confidential and Vendor shall have no rights against Purchaser with respect thereto except such rights as may exist under applicable patent law.

11. **ASSIGNMENT:** This Purchase Order and any right or obligation or performance hereunder is not assignable or delegable by Vendor without prior written consent of Purchaser and any such attempt at assignment or delegation shall be void and ineffective for all purposes. No invoices may be rendered by any other party than the named Vendor without Purchaser's written permission.

12. **CHANGES TO PURCHASE ORDER:** Vendor shall make no changes to this Purchase Order without Purchaser's express prior written consent.

13. **APPLICABLE LAW:** Purchaser and Vendor expressly agree that all rights and duties under this Purchase Order and any contract arising therefrom shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

14. **INVALIDITY/NON-WAIVER/COURSE OF DEALING:** The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of any other conditions. The remedies herein reserved shall be cumulative and additional to any other remedies in law or in equity. No failure on the part of Purchaser to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. No express waiver shall operate beyond the express terms thereof nor waive the same provisions at any future date. Purchaser's right to require strict observance and performance of each of the terms and provisions hereof shall not be affected by concurrent waiver of any other term or provisions or by any previous waiver, forbearance or course of dealing.

15. **SHIPPING AND ROUTING:** Vendor shall follow shipping instructions shown on this Purchase Order or shipment will be considered FOB Purchaser's stores. Vendor shall show on any Bill of Lading this Purchase Order number, carton number and number of cartons in the shipment, Vendor invoice number, name of carrier or carriers and full routing to destination. Vendor shall have Bill of Lading signed by shipper and by carrier or carriers.

16. **ENTIRE AGREEMENT:** This Purchase Order, and any documents referred to herein shall constitute the entire agreement between the parties. The terms hereof can be added to or modified only by a writing, signed by an authorized agent of Purchaser.

Comment [COMMENT1]: This comment and the code that follow must remain on the last page.

