Electronic Data Interchange
Trading Partner Terms & Conditions

Dear Macy's Vendor,

Below you will find the terms and conditions of trading VICS (Voluntary Inter-industry Commerce Solutions) EDI (Electronic Data Interchange) documents with Macy's and its subsidiaries. We are using the term "Macy's" to refer to Macy's, Inc. and each of its affiliated entities (including Bloomingdale's), unless otherwise specified.

1. Each party may electronically transmit to or receive from the other party any of the transaction sets (documents) listed in our Vendor Standards Manual Packet. Any transmission of data, which is a Document, shall have no force or effect between the parties unless transmitted in accordance with the published industry guidelines. (VICS Guidelines)

2. Documents will be transmitted electronically to each party either directly or through any third party provider (Provider) with which either party may contract. Either party may modify its election to use, not use or change a Provider upon prior notice.

3. Each party shall be responsible for the costs of any Provider with which it contracts.

4. Each party shall be liable for the acts or omissions of its Provider. If both the parties use the same Provider, the originating party shall be liable for the acts of omission of such Provider as to such Document.

5. 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.

6. Each party shall properly use those security procedures, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

7. Documents shall not be deemed to have been properly received and no Documents shall give rise to any obligation, until accessible to the receiving party at the designated electronic mail box.

8. Upon receipt of any Document, the receiving party shall promptly and properly transmit, a functional acknowledgment in return. A functional acknowledgment does not serve as an acknowledgment of data content but confirms that a transmission was received. Please refer to the GS1 US for the definition of the term Functional Acknowledgment for further information. If for any reason a receiving party cannot provide a Functional Acknowledgment, contact the Macy's Systems and Technology Group, EDI support line at 678-474-3595.

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

10. These terms are to be considered part of any other written agreement, specifically the terms and conditions of our paper P.O.

11. Information contained in any Document exchanged between the parties shall be considered confidential, unless specifically authorized otherwise.

12. These terms constitute the parties binding purchase and sale obligations.

13. 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 ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

14. Any Document properly transmitted, such as the PO referred to in Section 10, shall be considered 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 to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

15. The parties agree not to contest the validity of enforceability of Signed Documents under the provisions of any applicable law. If introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, signed documents will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form. The parties shall not 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 in documentary form.

16. These terms shall remain in effect until terminated by either party with prior notice. Any termination shall not affect the respective obligation or rights of the parties arising under any Documents transmitted prior to the effective date of termination.

17. No party shall be liable for any failure to perform its obligations in connection with any Transmission of 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.

18. 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, even if either party has been advised of the possibility of such damages.