

## TERMS AND CONDITIONS

These terms and conditions apply to the order set forth above (the "ORDER") between SUPPLIER and BUYER (individually "PARTY; collectively "PARTIES") relating to the goods/services (individually "GOODS" or "SERVICES" and collectively "GOODS/SERVICES").

- 1. ACCEPTANCE. SUPPLIER REPRESENTS AND WARRANTS THAT (I) THIS ORDER PREVAILS OVER ANY GENERAL TERMS AND CONDITIONS OF TRADE, INCLUDING BUT NOT LIMITED TO SUPPLIER'S GENERAL TERMS AND CONDITIONS AND HAS BEEN REVIEWED AND ACCEPTED BY SUPPLIER AND (II) PERFORMANCE AGAINST THIS ORDER CONSTITUTES SUPPLIER'S UNCONDITIONAL ACCEPTANCE OF THE ORDER. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS PURCHASE ORDER AND BUYER HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY RESPONSE TO THIS PURCHASE ORDER.**
- 2. PRICES.** BUYER shall not be billed at prices higher than those stated on this ORDER. Unless otherwise specified, the price includes all charges for packing, hauling, storage and transportation of goods to point of delivery. SUPPLIER will pay all delivery charges in excess of any delivery charge BUYER has agreed expressly in this ORDER to pay. The price stated includes all taxes except state or local sales or use tax or similar taxes, which SUPPLIER is required by law to collect from BUYER. Such taxes, if any, shall be separately stated in SUPPLIER's invoice and paid by BUYER unless an exemption is available. SUPPLIER agrees that any price reduction made with respect to the items covered by this ORDER after its placement but prior to payment will be applicable to this ORDER.
- 3. DELIVERY. Time is of the essence.** Substitutions will not be accepted. The ORDER must be shipped complete by the date requested but must not be shipped in advance of the time or times specified herein, without BUYER's prior approval. If more than one shipment is specified in the ORDER, indicate "Final Shipping" on shipping papers and invoice accompanying the last shipment in the ORDER. SUPPLIER shall not ship excess quantities without BUYER's prior approval. Except as otherwise provided herein, BUYER shall not be obligated to accept untimely, excess or under shipments; such shipments, in whole or in part may, at BUYER's option, be returned to SUPPLIER, or held for disposition at SUPPLIER's expense and risk. SUPPLIER's invoice shall describe the items, state the purchase ORDER number and be attached to the original bill of lading or other shipping receipt.
- 4. TERMINATION FOR CONVENIENCE BY BUYER.** BUYER is entitled to terminate this ORDER for convenience with not less than five (5) calendar days written notice to SUPPLIER, without any penalty, liability or further obligation.
- 5. TITLE AND LIENS.** At the time when risk of loss passes to BUYER, SUPPLIER will pass to BUYER good and marketable title to the GOODS, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind ("LIENS"). SUPPLIER will at all times keep any of BUYER's property in the possession or the control of SUPPLIER or any of its subcontractors free and clear of any all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind and will identify it as BUYER's property.

- 6. REPRESENTATIONS AND WARRANTIES RELATING TO THE GOODS/SERVICES.** SUPPLIER represents and warrants that at the time when title passes to BUYER, and for the shelf life of the GOODS, the GOODS and any parts thereof (article(s), chemical or other component(s) or composition(s)): (i) are in full compliance with the specifications which are either attached to the ORDER or incorporated by reference (“SPECIFICATIONS”); (ii) are safe and otherwise appropriate and fit for BUYER’s intended use; (iii) are of merchantable quality and free from latent and patent defects; and (iv) are in full compliance with all applicable LAWS. SUPPLIER represents and warrants that at the time of performance of the SERVICES, and continuously thereafter, the SERVICES: (i) are in full compliance with the SPECIFICATIONS; (ii) are done in a competent, workmanlike manner and free from defects in materials and workmanship, whether latent or patent; (iii) are in conformity with the standards of care employed by leading vendors in the services industry for projects of this kind and scope; and (iv) are in full compliance with all applicable LAWS.
- 7. REPRESENTATIONS AND WARRANTIES RELATING TO INTELLECTUAL PROPERTY RIGHTS.** SUPPLIER represents and warrants that the GOODS/SERVICES and any resulting work product will not infringe, violate, or misappropriate any copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (collectively “IP RIGHTS”) of any third party. SUPPLIER represents and warrants that at the time hereof there are no claims being asserted and no actions pending or threatened against SUPPLIER by any third party that the GOODS/SERVICES and any resulting work product allegedly infringe, violate or misappropriate third party IP RIGHTS. SUPPLIER will provide BUYER with immediate notice of such claims or actions as they arise. SUPPLIER is responsible for taking all reasonable steps to prevent the counterfeiting of BUYER’s products or the infringement of BUYER’s IP RIGHTS relating to SUPPLIER’s performance under this ORDER.
- 8. NON-COMPLIANT GOODS AND SERVICES.** If any GOODS or parts thereof are not in full compliance with this ORDER, BUYER is entitled to (i) return to SUPPLIER, or scrap any such GOODS or parts thereof at SUPPLIER’s expense; in which case BUYER is entitled to a refund or credit, at BUYER’s discretion, at the full price plus all reasonable costs and expenses, or (ii) rework any such GOODS at SUPPLIER’s expense. If SERVICES are not in full compliance with this ORDER, then BUYER is entitled to a credit or to withhold payment in whole or in part, and BUYER, upon prior written notice to SUPPLIER, may employ a third party to perform SUPPLIER’s obligations under this ORDER at SUPPLIER’s expense.
- 9. MATERIAL, PRODUCT OR EQUIPMENT DISPOSAL.** If SUPPLIER disposes of any item, that is associated with BUYER’s products or that incorporates BUYER’s IP RIGHTS (“DISPOSAL ITEM”), then SUPPLIER will ensure the DISPOSAL ITEM is made unsalvageable and will not subcontract the disposal without prior written consent of BUYER.
- 10. DUE DATE FOR PAYMENT.** The due date for payment shall be the later of (i) the date the accurate invoice is received at the location as designated by BUYER, (ii) the date of the receipt of the GOODS at BUYER’s final destination, (iii) the date of performance of the corresponding SERVICES or (iv) the date where BUYER obtains government approval for payment if required. BUYER may withhold payment if SUPPLIER’s invoice is inaccurate or does not meet BUYER’s invoice requirements or if SUPPLIER’s invoice does not meet legal or tax requirements.

- 11. BUYER'S PROPERTY.** Title to and right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or materials furnished or paid for by the BUYER shall remain in BUYER. No articles made therefrom shall be furnished by SUPPLIER to any other party without BUYER's prior written consent.
- 12. PRIVACY.** SUPPLIER will fully comply with BUYER's privacy policy and security requirements that are incorporated as part of this ORDER.
- 13. SUPPLIER'S INDEMNIFICATION OF BUYER** SUPPLIER will indemnify BUYER, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees ("BUYER GROUP") from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "CLAIMS"), arising out of or related to any of the following: (i) SUPPLIER's breach of this ORDER; (ii) SUPPLIER's breach of any representation or warranty to the BUYER; (iii) the negligence, gross negligence, bad faith, intentional or willful misconduct of SUPPLIER or SUPPLIER's subcontractors or their respective employees or other representatives; or (iv) bodily injury, death or damage to personal property arising out of or relating to SUPPLIER's performance under this ORDER.
- 14. INDEMNIFICATION PROCEDURE.** SUPPLIER will, at its own expense, defend and indemnify BUYER GROUP from and against all CLAIMS to the extent arising out of or related to the GOODS/SERVICES or any parts thereof allegedly infringing, violating or misappropriating third party IP RIGHTS. If any GOODS/SERVICES or parts thereof become, or is likely to become, the subject of an IP RIGHTS infringement, violation or misappropriation, then SUPPLIER will, at its own expense, promptly take the following actions in the listed or ORDER of priority: (a) secure the rights necessary to continue using the GOODS/SERVICES and any parts thereof; or (b) replace or modify such GOODS/SERVICES or parts thereof to make them non-infringing, such that the replacement or modification will not degrade the performance or quality of the GOODS/SERVICES. BUYER will, at its own expense, defend, and indemnify SUPPLIER from and against all CLAIMS to the extent arising out of or related to the GOODS/SERVICES or any parts thereof allegedly infringing, violating or misappropriating third party IP RIGHTS arising out of or related to specifications provided by BUYER and not offered by SUPPLIER as an option where such infringement would not have arisen without such specifications. Within thirty (30) calendar days after receipt of notice of the commencement of any third party legal proceedings against BUYER GROUP for which BUYER GROUP seeks indemnity in accordance with this Section 14, BUYER GROUP will notify SUPPLIER. The SUPPLIER is relieved from its indemnity obligation to the extent the SUPPLIER has suffered actual prejudice resulting from a failure to notify on time. Upon BUYER's request, SUPPLIER will assume, at its own expense, the defense of any such third party legal proceedings with reputable counsel reasonably acceptable to BUYER and is entitled to settle any such third party legal proceedings with BUYER's written consent, not to be unreasonable withheld or delayed. BUYER, at SUPPLIER's cost, will reasonably cooperate with SUPPLIER in the defense of such action as SUPPLIER may reasonably request. SUPPLIER will pay any damages assessed against BUYER GROUP.
- 15. OWNERSHIP OF INTELLECTUAL PROPERTY.** SUPPLIER retains ownership of any creative idea, design, development, invention, works of authorship, know-how, or work results ("CREATIONS") and IP RIGHTS owned by the SUPPLIER prior to the EFFECTIVE DATE, and SUPPLIER owns any CREATIONS and IP RIGHTS created by or on behalf of SUPPLIER to the extent not created as a direct result of the SERVICES (collectively, "SUPPLIER'S IP"). SUPPLIER grants BUYER a non-

exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable license under SUPPLIER'S IP to practice in any way to receive the full benefit of the SERVICES and any resulting work product or copy, maintain, support, modify, enhance or further develop SUPPLIER'S IP. SUPPLIER will provide BUYER with a physical embodiment of SUPPLIER'S IP in any form as reasonably requested by BUYER. BUYER retains ownership of CREATIONS and IP RIGHTS owned by the BUYER prior to the EFFECTIVE DATE, and BUYER owns any CREATIONS and IP RIGHTS created by or on behalf of SUPPLIER to the extent created as a direct result of the SERVICES (collectively, "BUYER'S IP"). BUYER'S IP created by SUPPLIER is considered a work made for hire to the extent available under copyright law. To the extent it is not considered work made for hire, SUPPLIER assigns to BUYER royalty-free, worldwide, perpetually, and irrevocably, all rights in BUYER'S IP to the fullest extent permitted by law. To the extent such an assignment is not legally permissible, SUPPLIER grants BUYER an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable and unrestricted license to such BUYER'S IP to the fullest extent permitted by law. SUPPLIER will execute any documents that BUYER reasonably determines are necessary to document BUYER'S rights in BUYER'S IP or to secure or perfect any IP RIGHTS relating to BUYER'S IP. BUYER grants SUPPLIER a revocable-at-will, non-exclusive, royalty-free, worldwide license under BUYER'S IP necessary to perform the SERVICES. SUPPLIER will cause its employees or subcontractors' employees to assign to SUPPLIER any BUYER'S IP created by SUPPLIER and to comply with SUPPLIER'S obligations set forth in this Section 15. To the extent legally permissible, SUPPLIER waives any moral rights in BUYER'S IP, including but not limited to the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation. To the extent such waiver is not legally permissible, BUYER will have the irrevocable right to exercise any moral rights in BUYER'S IP on SUPPLIER'S behalf to the fullest extent permitted by law.

**16. INSURANCE REQUIREMENTS.** If SUPPLIER delivers goods within any BUYER facility, SUPPLIER shall maintain insurance coverage as follows: (i) Workers' Compensation (statutory limits), Employer's Liability Insurance (\$1 million each accident), Commercial General Liability (\$3 million per occurrence) and Business Auto (\$1 million) and shall provide Buyer with certificates of insurance upon request. If requested by BUYER, all insurance policies hereunder shall (i) name BUYER as an additional insured, (ii) not be cancelable without thirty (30) days prior written notice to BUYER and shall be written as primary policies (primary over any insurance carried by BUYER), not contributing with and not in excess of coverage that BUYER may carry, if any, and (iii) include an endorsement waiving the insurer's right of subrogation against BUYER. SUPPLIER hereby irrevocably and unconditionally waives and will cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against BUYER GROUP, to be documented to BUYER's satisfaction.

**17. CONFIDENTIALITY.** SUPPLIER, its subcontractors and their respective employees may become privy to certain confidential and/or proprietary information of BUYER GROUP including, but not limited to technical or business information ("INFORMATION"). All INFORMATION remains at all times BUYER GROUP's sole property. SUPPLIER will and will cause its employees, subcontractors and their employees (a) to hold the INFORMATION in confidence and not to disclose it to any third party, using the same degree of care to prevent the disclosure, as it uses in protecting and preserving its own confidential information of like kind, but in no event less than a reasonable degree of care, (b) to neither analyze, disassemble for reverse engineering, nor otherwise attempt to identify the intrinsic nature of INFORMATION, and (c) to use the INFORMATION only for SUPPLIER's performance under this ORDER. SUPPLIER will limit the disclosure to employees that need to know

the INFORMATION to enable SUPPLIER's performance under this ORDER. The commitments set forth in the preceding paragraph will not extend to any portion of INFORMATION which, as established by relevant documentary evidence satisfactory to BUYER, (a) is already in SUPPLIER's lawful possession at the time of disclosure by BUYER GROUP; (b) is through no act on the part of the SUPPLIER, generally available to the public; (c) corresponds to that furnished by BUYER GROUP to any third party on a non-confidential basis; or (d) corresponds in substance to that furnished to SUPPLIER by a third party having no obligation of confidentiality to BUYER GROUP. If SUPPLIER becomes legally obligated to disclose any INFORMATION, SUPPLIER will provide BUYER with prompt advance written notice. BUYER is entitled to contest such disclosure. SUPPLIER will only disclose that INFORMATION legally required, and will exercise its best efforts to obtain reliable assurance that the INFORMATION is treated as confidential. SUPPLIER will, at BUYER's option, return or destroy all INFORMATION promptly upon the earlier of termination or expiration of this ORDER. BUYER is entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Section 17 without the necessity of posting bond or proving actual damages. The rights and obligations as set forth in this Section 17 will survive the termination or expiration of this ORDER.

**18. ASSIGNMENT.** SUPPLIER will not delegate, subcontract, transfer or assign this ORDER or any of its rights or obligations, whether in whole or in part, without the prior written consent of BUYER, not to be unreasonably withheld or delayed. BUYER is entitled, without restriction, to delegate, subcontract, transfer or assign this ORDER or any of its rights or obligations, whether in whole or in part, without the prior written consent of SUPPLIER.

**19. INDEPENDENT CONTRACTOR STATUS.** The PARTIES are independent contractors with respect to each other, and nothing in this ORDER will be construed to place the PARTIES in the relationship of partners, joint ventures, fiduciaries or agents. Neither PARTY is granted any right or any authority to assume or to create an obligation or to bind the other PARTY. SUPPLIER will perform under this ORDER with trained personnel and SUPPLIER acknowledges that BUYER has no labor relationship with, right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of SUPPLIER's employees, agents, subcontractors or their employees. SUPPLIER will indemnify and defend BUYER against any claims of SUPPLIER's employees, agents, subcontractors or their employees alleging employment with BUYER. SUPPLIER acknowledges that BUYER may earn a commission or rebate resulting from BUYER negotiating terms with third parties for SUPPLIER's benefit.

**20. PUBLIC DISCLOSURES.** Except as required by LAWS or with BUYER's prior written consent, SUPPLIER (i) will not disclose the existence or the terms and conditions of this ORDER or the existence of a relationship between the PARTIES to any party, and (ii) will not use BUYER's, its parents', its affiliates' or subsidiaries' corporate names or trademarks.

**21. MODIFICATION AND WAIVER.** Any amendment, modification, waiver, or discharge of this ORDER is only valid if it is in writing and signed by an authorized representative of the PARTY against which such amendment, modification, waiver, or discharge is sought to be enforced and specifically references this Section 21. No waiver of any breach, or the failure of a PARTY to enforce any of the terms of the ORDER, will affect that PARTY's right to enforce the terms of this ORDER. Any other modification, amendment or waiver of any provision of this ORDER is null and void.

- 22. SURVIVAL PROVISION.** The expiration or termination of this ORDER will not affect the terms of this ORDER that expressly provide that they will survive expiration or termination or which out of necessity must survive expiration or termination.
- 23. GOVERNING LAW AND CONSTRUCTION.** This ORDER is governed by and interpreted for any and all purposes in accordance with the internal laws of the country, state, or province where the BUYER's principal office is located ("LOCALE") applicable to contracts made and to be performed wholly within the LOCALE without reference to principles of conflicts of laws. The United Nations Convention on International Sale of Goods shall have no force or effect as to this ORDER. The courts sitting in, or having principal jurisdiction over the LOCALE have exclusive jurisdiction of all disputes under this ORDER.
- 24. COMPLIANCE WITH POLICIES AND GUIDELINES.** To the extent applicable to the SUPPLIER, SUPPLIER agrees to comply with VF Corporation's Terms of Engagement and Global Compliance Principles, and to operate within a set of ethical standards compatible with VF Corporation's Code of Business Conduct. Further, to the extent applicable to the SUPPLIER, SUPPLIER agrees to comply with the other policies of VF Corporation or BUYER including without limitation VF Corporation's Factory Compliance Guidelines, Environmental Compliance Guidelines, Restricted Substances List and Supplier Policy or such other policies VF Corporation or BUYER of which SUPPLIER is made aware.
- 25. COMPLIANCE WITH LAWS.** SUPPLIER will fully comply with all applicable governmental, legal, regulatory and professional requirements, including but not limited to anti-corruption and anti-bribery laws, such as the Foreign Corrupt Practices Act (collectively "LAWS").
- 26. GOVERNMENT REGULATIONS.** To the extent not exempt, SUPPLIER and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. In addition, SUPPLIER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. To the extent not exempt, this contractor and subcontractor shall also abide by the requirements of 29 CFR Part 471, Appendix A.