

# STANDARD TERMS AND CONDITIONS OF PURCHASE – UNITED STATES

(Effective: April 1, 2022)

## 1. TERMS OF AGREEMENT

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "**Purchase Order**"), constitutes the entire and exclusive agreement between the Ralph Lauren Corporation, its affiliates and subsidiaries ("**Ralph Lauren**") and the Seller (the "**Seller**") identified in the Purchase Order. Ralph Lauren's submission of the Purchase Order is conditioned on Seller's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Seller purports to condition its acceptance of the Purchase Order on Ralph Lauren's agreement to such different or additional terms. Seller's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Seller's acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement, executed by both parties and in effect, covering procurement of the Work described in the Purchase Order exists between Seller and Ralph Lauren, the terms of such master agreement shall prevail over any inconsistent terms herein.

## 2. DEFINITIONS

2.1 "**Change**" shall have the meaning set forth in Section 7.1

2.2 "**Change Order**" shall have the meaning set forth in Section 7.2.

2.3 "**Claim**" shall have the meaning set forth in Section 12.1.

2.4 "**Confidential Information**" means all information relating to a party hereunder that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation, all information relating to a party's technology, customers, business plans, agreements, promotional and marketing activities, finances and other business affairs. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge. Confidential Information may include third party information that a party is obligated to keep confidential. Confidential Information does not include any information that (i) has become publicly available without breach of this Purchase Order; (ii) can be shown by documentation admissible in a court of competent jurisdiction to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) can be shown by documentation admissible in a court of competent jurisdiction to have been independently developed by the receiving party without reference to any Confidential Information.

2.5 "**Deliverables**" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.6 "**Delivery Date**" means the date or dates specified in the Purchase Order by which the Seller is required to deliver the Work.

2.7 "**Indemnified Party**" shall have the meaning set forth in Section 12.1.

2.8 "**Indemnifying Party**" shall have the meaning set forth in Section 12.1.

2.9 "**Intellectual Property Rights**" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.10 "**Personal Data**" shall have the meaning set forth in Section 8.1(xi).

2.11 "**Preexisting Materials**" means any Intellectual Property Rights or tangible personal property of Seller or Ralph Lauren created before the date of this Purchase Order or outside the scope of this Purchase Order.

2.12 "**Products**" means tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.

2.13 "**Purchase Order**" shall have the meaning set forth in Section 1.

2.14 "**Ralph Lauren**" shall have the meaning set forth in Section 1.

2.15 "**Security Incident**" shall have the meaning set forth in Section 8.1(xii).

2.16 "**Seller**" shall have the meaning set forth in Section 1.

2.17 "**Services**" means the services that Seller is to perform for Ralph Lauren, which are specified in the Purchase Order.

2.18 "**Seller Personnel**" means Seller's employees, consultants, agents, independent contractors and Subcontractors.

2.19 "**Statement of Work**" or "**SOW**" means the document specifying, without limitation, the scope, objective, and time frame of the Work that Seller will perform for Ralph Lauren.

2.20 "**Subcontractor**" means a third-party performing Work under an agreement (a "**Subcontract**") with Seller.

2.21 "**Third Party Intellectual Property**" means the Intellectual Property Rights of a third party which Seller uses or incorporates into the Work.

2.22 "Work" means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

### 3. DELIVERY

3.1 Time is of the essence in Seller's performance of its obligations under the Purchase Order. Seller will immediately notify Ralph Lauren if Seller's timely performance under the Purchase Order is delayed or is likely to be delayed. Ralph Lauren's acceptance of Seller's notice will not constitute Ralph Lauren's waiver of any of Seller's obligations.

3.2 If Seller delivers Work after the Delivery Date, Ralph Lauren may reject such Work.

3.3 Ralph Lauren will hold any Work rejected under this Purchase Order at Seller's risk and expense, including storage charges, while awaiting Seller's return shipping instructions. Seller will bear all return shipping charges, including without limitation, insurance charges Ralph Lauren incurs on Seller's behalf. Ralph Lauren may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which Ralph Lauren does not receive return shipping instructions within thirty (30) days, and apply the proceeds, if any, first toward any storage charges.

3.4 Seller will preserve, pack, label, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Ralph Lauren may provide. Without limiting the foregoing, Seller shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.5 Seller will include with each delivery of Products a packing list identifying the following: the Purchase Order number, the associated Products' part number and manufacturer number (if applicable), the description and the quantity of each of the Products (if applicable), any applicable certificate of conformities and/or compliance certifications and the date of shipment.

3.6 Unless Ralph Lauren expressly instructs otherwise via a written amendment to these Purchase Order terms and conditions, Seller will deliver all Work to Ralph Lauren's address set forth in the Purchase Order. Seller assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Work does not pass to Ralph Lauren until Ralph Lauren's acceptance in accordance with Section 6.

### 4. PRICE AND PAYMENT

4.1 Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Seller will, at Ralph Lauren's request, break-out from the price all such taxes and other charges in its invoices. Seller shall use its best efforts to assist Ralph Lauren in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.

4.2 Ralph Lauren will pay Seller the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Ralph Lauren's acceptance of all of the Work; or (iii) Ralph Lauren's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number, Products' part number and manufacturer number (as applicable), the description and the quantity of each of the Products (as applicable), Products' country of origin (as applicable), and agreed upon pricing. Payment will be in the currency of USD, unless otherwise agreed to by both parties. Ralph Lauren may, at any time, set-off any amounts Seller owes Ralph Lauren or any of its affiliates against any amounts Ralph Lauren owes to Seller or any of its affiliates.

### 5. OWNERSHIP AND LICENSE

5.1 Unless otherwise specified in a SOW and except as provided in Section 5.2, Ralph Lauren is the sole and exclusive owner of all Deliverables and Seller hereby irrevocably assigns and transfers to Ralph Lauren all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 Unless otherwise specified in a SOW, each party owns all right, title, and interest in and to any of its Preexisting Materials. Seller hereby grants Ralph Lauren a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Seller's Preexisting Materials in the Deliverables to the extent necessary for Ralph Lauren's exercise and exploitation of its rights in the Deliverables.

5.3 Unless otherwise specified in an SOW, Seller will obtain and assign to Ralph Lauren a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third-Party Intellectual Property Rights incorporated into, required to be used with, or delivered with the Work. Seller will deliver copies of the above releases and licenses to Ralph Lauren upon Ralph Lauren's request.

### 6. INSPECTION AND ACCEPTANCE

Ralph Lauren may reject any or all of the Work which does not conform to the applicable requirements within 45 days of Seller's delivery of the Work. At Ralph Lauren's option, Ralph Lauren may (i) return the non-conforming Work to Seller for a refund or credit; (ii) require Seller to replace the non-conforming Work; or (iii) repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Ralph Lauren may accept the non-conforming Work conditioned on Seller providing a refund or credit in an amount Ralph Lauren reasonably determines to represent the diminished value of the non-conforming Work. Ralph Lauren's payment to Seller for Work prior to Ralph Lauren's timely rejection of such Work as non-conforming will not be deemed as acceptance by Ralph Lauren.

### 7. CHANGES

7.1 As used in this Section 7, "Change" means a change Ralph Lauren directs or causes within the general scope of this Purchase Order, the applicable SOW or both.

7.2 Ralph Lauren, by written order ("Change Order"), may make Changes in accordance with this Section 7.

7.3 If Seller asserts that Ralph Lauren has directed or caused a Change to the cost of or time for performance for which Ralph Lauren has not issued a Change Order, Seller will promptly notify Ralph Lauren in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Seller to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which Ralph Lauren must respond to Seller's notice so that Seller may proceed with the Work unchanged. Ralph Lauren will evaluate Seller's notice of Change in good faith, and if Ralph Lauren agrees that it has made a constructive change, Ralph Lauren will issue a Change Order to Seller.

7.4 Seller shall, as promptly as practicable, after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for adjustment specifying the adjustment in the price or time for performance resulting from the Change.

7.5 The parties shall negotiate an amendment to the Purchase Order or the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

7.6 Seller will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this

Purchase Order or the applicable SOW to incorporate the equitable adjustment.

## 8. REPRESENTATIONS AND WARRANTIES

8.1 Seller represents and warrants that:

- (i) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order;
- (ii) it has the right and unrestricted ability to assign the Work to Ralph Lauren including, without limitation, the right to assign any Work performed by Seller's Personnel and Subcontractors;
- (iii) the Work (including any of Seller's Preexisting Materials), and Ralph Lauren's use of the Work, does not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;
- (iv) software supplied by Seller does not contain any vulnerabilities, viruses, malicious code, Trojan horses, lock-out, metering or disabling devices, as such terms are understood in the computer industry;
- (v) Seller's Work conforms to Ralph Lauren's specifications, Seller's quotation or proposal, and Seller's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use;
- (vi) Seller has or shall have the proper skill, training, and background so as to be able to perform the Services in a competent and professional manner and that all Services will be performed in accordance with prevailing industry standards;
- (vii) in performing its obligations under this Purchase Order, it will comply with all applicable federal, state and municipal laws, rules and regulations;
- (viii) it will, at all times, comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and any other anti-bribery or anti-corruption laws existing in the jurisdiction in which Seller does business hereunder. Seller agrees that it will not, directly or indirectly, offer, pay, solicit, receive or condone any form of a bribe or payment of money or other thing of value to government officials, political parties or party officials, candidates for political office, any other person while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the aforementioned persons or organizations, or any other person for the purposes of making a bribe, for the purposes of improperly influence;
- (ix) in performing its obligations under this Purchase Order, it will comply the Ralph Lauren *Code of Ethical Conduct*, attached as Exhibit II hereto;
- (x) in performing its obligations under this Purchase Order it will comply with the Ralph Lauren *Operating Standards*, attached as Exhibit I hereto;
- (xi) it will not use or disclose any information that may identify an individual ("**Personal Data**") that is processed for or on behalf of Ralph Lauren, except to the extent necessary to perform under this Purchase Order;
- (xii) only to the extent that Seller actually processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures to prevent against any authorized or accidental access, processing, erasure, loss or use of the data transferred to the seller for processing and other protections for Personal Data (including, without limitation, not loading any Personal Data provided to Seller on (a) any laptop computers or (b) any portable storage media that can be removed from Seller's premises unless each case (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage), (B) report to Ralph Lauren any breaches of security of Personal Data immediately after discovery ("**Security Incident**"), (C) cooperate fully with Ralph Lauren in investigating any Security Incidents, (D) cooperate fully with Ralph Lauren's requests for access to, correction of, and destruction of Personal Data in Seller's possession, (E) comply with all instructions or other requirements provided or issued by Ralph Lauren from time to time relating to Personal Data (including, but not limited to, deletion of the Personal Data where no longer necessary for processing), and (F) permit Ralph Lauren and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Seller's business premises and computer systems to enable Ralph Lauren to verify that Seller is in full compliance with its processing obligations under this Purchase Order;
- (xiii) it will not transfer Personal Data across any country border unless it (a) is strictly unavoidable for the proper performance under this Purchase Order, and (b) notifies Ralph Lauren in writing prior to any such transfer. Upon Ralph Lauren's request, Seller shall enter into such other arrangements with Ralph Lauren as Ralph Lauren considers appropriate (e.g. the EU Model Clauses) in order to ensure that Seller's transfers are lawful;
- (xiv) it will not provide Ralph Lauren with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Seller does provide Ralph Lauren with any Personal Data, Seller represents and warrants that it has obtained the necessary consent to provide that Personal Data to Ralph Lauren and to allow Ralph Lauren to use, disclose, and transmit such Personal Data on a worldwide basis among Ralph Lauren and its affiliates in connection with this Purchase Order;
- (xv) the Products and Deliverables provided to Ralph Lauren shall be in safe condition and free from defect; and
  - (a) it shall comply with U.S., E.U., and other applicable export control and sanctions laws and regulations at all times and, accordingly, Seller represents and warrants that: (b) neither it, nor any of its owners, directors, workers or employees is a person whose name appears on the list of Specially Designated Nations and Blocked Persons published by the United States Department of Treasury Office of Foreign Assets Control ("OFAC") (each, an "OFAC-Listed Person"), the United Kingdom's HM Treasury Sanction List, the European Union's Consolidated Sanctions List, or any other applicable sanctions list; (c) neither Seller nor any owner or senior manager of Seller is a department, agency or instrumentality of, or is otherwise directly or indirectly controlled by or acting for on behalf of the government of any country that is the target of any of the several economic sanction programs administered by OFAC (31 C.F.R. Parts 501 through 598) or any OFAC-Listed Person; (d) none of the funds used by Seller to perform any of its obligations constitute or will constitute funds obtained from or on behalf of any OFAC-Listed Person or any Blocked Person or any other person subject to applicable sanctions; (e) Seller and each of its owners acknowledge that the sale of or diversion of products contrary to U.S., E.U., or other applicable law is prohibited, and neither Seller nor any of its owners or suppliers will sell or divert products contrary to U.S., E.U., or other applicable law, including any sale or diversion to or from embargoed countries including, but not limited to Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine; and (f) the inclusion of Seller, any of its owners or managers or anyone associated with any of them or any of their owners on the list of Specially Designated Nationals and Blocked Persons or any other applicable sanctions list, or any diversion of products contrary to U.S., E.U., and other applicable export control and sanctions laws and regulations shall constitute grounds for immediate termination of this Purchase Order without recourse to Seller. At any time, and from time to time, Ralph Lauren shall have the right, at its option, to conduct periodic audits to verify Seller's continued compliance with the foregoing; and
  - (b) (**FOR PRODUCTS WITH RECLAIMED, RECYCLED OR RECYCLABLE CONTENT**) Seller represents and warrants that all Products, components, inputs to Products, as applicable, including labeling and packaging, provided or sold to Ralph Lauren hereunder: (a) conform to all statements and content claims made on the container, packaging, labeling or other marketing material provided for such Products, including but not limited to certification as "reclaimed", "recycled" or "recyclable" content pursuant to the U.S. Federal Trade Commission guidelines, the Textile Exchange Recycled Claim Standard and applicable reclaimed, recycled or recyclable content claim laws and regulations of the United States and any state or local law, regulations or guidelines in the countries of Product distribution; (b) Seller has adopted, implemented,

maintains and will continue to maintain its accreditation as a certified recycled content operation authorized to produce, handle, process, label and market recycled content in accordance with the requirements of the U.S. Federal Trade Commission guidelines; (c) Seller shall provide Ralph Lauren copies of documentation evidencing: i) Seller conformance with chain of custody requirements including, but not limited to traceability practices, segregation practices with respect to conformant and non-conformant products, diagrams and descriptions of manufacturing processes showing detail of material inputs, internal material flows (i.e. reuse or recycling of scrap) and material outputs (i.e. finished products, intermediary products and waste); ii) Material quantification, including material supply data, product component information, scrap reuse and waste rates, and recycled material inventories; and (d) Seller acknowledges and agrees that in order to verify compliance with the foregoing, RLC reserves the right, at any time, to conduct random and unannounced physical inspections and/or audits of all production facilities involved in the manufacture of any and all inputs and components used in Products.

8.2 Ralph Lauren represents and warrants to Seller that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.

## 9. ASSIGNMENT AND SUBCONTRACTING

9.1 Seller may not assign any of its rights or delegate any of its obligations under the Purchase Order without Ralph Lauren's prior written consent. Ralph Lauren may, at its option, void any attempted assignment or delegation undertaken without Ralph Lauren's prior written consent.

9.2 Seller may not subcontract any of its rights or obligations under the Purchase Order without Ralph Lauren's prior written consent. If Ralph Lauren consents to the use of a Subcontractor, Seller will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Ralph Lauren for all damages and costs of any kind incurred by Ralph Lauren or any third party and caused by the acts and omissions of Seller's Subcontractors' and (iii) make all payments to its Subcontractors. If Seller fails to timely pay a Subcontractor for work performed, Ralph Lauren will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Seller by any amount paid to the Subcontractor. Seller will defend, indemnify and hold Ralph Lauren harmless for all damages and costs of any kind, without limitation, incurred by Ralph Lauren and caused by Seller's failure to pay a Subcontractor.

## 10. TERM AND TERMINATION

10.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.

10.2 Ralph Lauren may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon fifteen (15) days written notice to Seller. Upon receipt of notice of such termination, Seller will inform Ralph Lauren of the extent to which it has completed performance as of the date of the notice, and Seller will collect and deliver to Ralph Lauren whatever Work then exists. Ralph Lauren will pay Seller for all Work performed and accepted through the effective date of the termination, provided that Ralph Lauren will not be obligated to pay any more than the payment that would have become due had Seller completed and Ralph Lauren had accepted the Work. Ralph Lauren will have no further payment obligation in connection with any termination.

10.3 Either party may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.

10.4 Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within thirty (30) days of receipt of notice of the breach. Ralph Lauren shall have no further payment obligation to Seller under any terminated SOW if Ralph Lauren terminates the SOW under this Section 10.4.

10.5 In addition to the obligations set forth in Section 11.2, upon termination or expiration of this Purchase Order, Seller shall immediately return any and all documents, samples, content or other materials supplied to Seller by Ralph Lauren for purposes of Seller completing its obligations hereunder.

10.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order, including without limitation the following: Sections 2, 3.3, 4, 5, 8, 8, 10.5, 10.6, 11, 12, 13, 14, 15, and 16.

## 11. CONFIDENTIAL INFORMATION AND PUBLICITY

11.1 Each party will protect the Confidential Information of the other party from misappropriation and unauthorized use or disclosure using precautions at least as great as those taken to protect its own Confidential Information of a similar nature and as required by applicable law, but in no event less than commercially reasonable precautions. Without limiting the foregoing, the receiving party will: (i) use such Confidential Information solely for the purposes for which it has been disclosed; and (ii) disclose such Confidential Information only to those of its employees who have a need to know the same for the purpose of performing the Work under the Purchase Order and who are informed of and agree to a duty of nondisclosure. The receiving party may also disclose Confidential Information of the disclosing party to the extent necessary to comply with applicable law, provided that the receiving party uses reasonable efforts to give the disclosing party prompt advance notice thereof.

11.2 Upon request of the other party, or in any event immediately upon any termination or expiration of the Purchase Order, each party will return to the other party or destroy (and certify the same) all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party.

11.3 Neither party will disclose this Purchase Order or the transactions contemplated herein, or make any filing of this Purchase Order or other agreements relating to the transactions contemplated herein, without the consent of the other; provided, however, that if a party is required by applicable law, rule or regulation of a governmental authority or self-governing regulatory organization to provide public disclosure of this Purchase Order or the transactions contemplated herein, such party will use all reasonable efforts to coordinate the disclosure with the other party before making such disclosure, including the submission to or filings with the U.S. Securities and Exchange Commission (and any other applicable regulatory, judicial or listing authority) of an application for confidential treatment of certain terms (which terms will be reasonably agreed upon by the parties) of this agreement. Each party will use all reasonable efforts to provide to the other for review a copy of any proposed disclosure of this Purchase Order or its terms and any application for confidential treatment prior to the time any such disclosure or application is made and the parties will work together to mutually approve such disclosure or application.

11.4 Seller agrees that it will not, without prior written consent of Ralph Lauren: (i) use in advertising, publicity, or otherwise the name, trademarks or logos of Ralph Lauren; (ii) refer to the existence of this Purchase Order in press releases, advertising, or materials distributed to prospective customers; or (iii) represent that Seller or the Work has been endorsed or approved by Ralph Lauren.

## 12. INDEMNIFICATION

12.1 As used in this Section 12, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

12.2 Seller shall defend, indemnify and hold Ralph Lauren and its affiliates, subsidiaries, officers, directors, employees and agents harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) use of the Work provided to Ralph Lauren by Seller pursuant to this Purchase Order; (ii) act or omission of Seller (including its Subcontractors) in the performance of the Work, including any failure to comply with applicable federal, state and municipal laws, rules and regulations; (iii) infringement or alleged infringement of a third party's Intellectual Property Rights or any other rights of a third party to the extent attributable to the Work.

12.3 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party's behalf.

12.4 If a third party enjoins or interferes with Ralph Lauren's use of any Work, then in addition to Seller's obligations under Section 12.2, Seller will use its best efforts to (i) obtain any licenses necessary to permit Ralph Lauren to continue to use the Work; (ii) replace or modify the Work as necessary to permit Ralph Lauren to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Ralph Lauren the amount paid for any Work for which a third party enjoins or interferes with Ralph Lauren's use of the Work.

12.5 Nothing in this Section shall limit any other remedy of the parties.

### 13. LIABILITY

13.1 NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, RALPH LAUREN WILL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT RALPH LAUREN PAID TO SELLER IN THE TWELVE MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

13.2 IN NO EVENT WILL RALPH LAUREN BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT RALPH LAUREN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13.3 THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### 14. INSURANCE

14.1 Seller, its agents and subcontractors, at their sole cost and expense, shall maintain in effect and at all times during the rendering of Work, and for 2 years thereafter, each of the insurance coverages specified below:

- (i) Commercial General Liability Insurance with at least \$3,000,000 Combined Single Limit Bodily Injury and Property Damage and \$2,000,000 Personal and Advertising Injury written on an occurrence form. Such limits can be achieved through the use of Excess or Umbrella Liability policies following the form and amounts of the primary insurance.
- (ii) Owned, Non-Owned and Hired Automobile Liability Insurance with at least \$3,000,000 Combined Single Limit Bodily Injury and Property Damage.
- (iii) Full statutory coverage for Workers' Compensation and Disability Insurance for all its employees as required by law. These policies shall contain waivers of insurer's subrogation against Ralph Lauren where permitted by law.
- (iv) All such other insurance policies with coverage as may be required to be maintained by the Seller, its agents and subcontractors under all applicable laws, rules and regulations in all jurisdictions where it does business.

14.2 Ralph Lauren, including its officers, directors, employees, representatives, and landlord(s), shall be named as an "Additional Insured" for any loss arising out of or in any way connected with the performance of the Work.

14.3 All policies maintained by Seller shall be written as primary policies, not contributing with and not supplemental to coverage Ralph Lauren may carry. Within ten (10) days from the commencement of the Work, Seller shall provide to Ralph Lauren a valid Certificate of Insurance, evidencing all insurance coverages required.

14.4 None of the insurance requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Seller are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seller. Receipt of any certificate showing less coverage than requested is not a waiver of Seller's obligation to fulfill its requirements.

### 15. GOVERNING LAW; VENUE

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of New York, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. All disputes arising out of or related to the VCP shall be finally settled under the International Arbitration Rules of the International Centre for Dispute Resolution (the "ICDR" Rules") by three arbitrators, with each party selecting one arbitrator, and the two party-appointed arbitrators selecting the third, who shall serve Chair. The arbitration shall be conducted in conformity with the International Bar Association "IBA" Rules on the Taking of Evidence in International Arbitration. The parties further agree that: (a) The arbitration shall take place in New York, New York, USA, and shall be conducted in English; (b) The parties shall keep confidential: (i) the fact that any arbitration occurred, (ii) any awards awarded in the arbitration, (iii) all materials used, or created for use, in the arbitration, (iv) all other documents produced by another party in the arbitration and not otherwise publicly available, except with respect to each of the foregoing, to the extent that disclosure may be legally required (including to protect or pursue a legal right), or to enforce or challenge an arbitration award before a court or other judicial authority; (c) The arbitrators shall award to the prevailing party, if any, its costs and expenses, including its reasonable attorneys' fees. The parties shall also be entitled to its attorneys' fees and costs in any judicial proceedings to challenge, confirm and/or enforce any arbitration award; (d) Nothing in this Agreement shall prevent either party from seeking provisional measures or injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

### 16. GENERAL

16.1 Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) three (3) business days after being mailed by first class mail, postage prepaid, or (iii) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid. All notices to Ralph Lauren also must be copied to:

Ralph Lauren Corporation  
Attention: General Counsel, Legal Department  
100 Metro Boulevard  
Nutley, NJ 07110 USA

16.2 If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

- 16.2.1 A conflict between the terms of the Purchase Order and those set forth in an exhibit will be resolved in favor of the Purchase Order.
- 16.2.2 In the event of a conflict between the terms of the Purchase Order and those set forth in an SOW, the terms of the

Purchase Order shall prevail unless the SOW expressly states otherwise.

16.2.3 In the event of a conflict between the terms of an exhibit and those set forth in an SOW, the terms of the exhibit will prevail unless the SOW expressly states otherwise.

16.3 If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of this Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

16.4 A party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.

**Company Name ("Vendor"):** \_\_\_\_\_ **Officer's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

