

Effective: April 1, 2020

## **STANDARD TERMS AND CONDITIONS OF PURCHASE – UNITED STATES**

### **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 subsidiaries and affiliates (“**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 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 set forth in the Purchase Order within 60 days 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:

1. it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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;



7. in performing its obligations under this Purchase Order, it will comply with all applicable federal, state and municipal laws, rules and regulations;
8. 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;
9. in performing its obligations under this Purchase Order it will comply the Ralph Lauren Code of Ethical Conduct, attached as Exhibit A hereto;
10. in performing its obligations under this Purchase Order it will comply with the Ralph Lauren Operating Guidelines, attached as Exhibit B hereto;
11. 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;
12. 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;

13. 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 in order to ensure that Seller's transfers are lawful;
14. 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;
15. the Products and Deliverables provided to Ralph Lauren shall be in safe condition and free from defect; and
16. (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.

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 indemnify, defend 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, 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:

1. 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.
2. Owned, Non-Owned and Hired Automobile Liability Insurance with at least \$3,000,000 Combined Single Limit Bodily Injury and Property Damage.
3. 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.
4. 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 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. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal situated in the New York County, New York in connection with any action to enforce the provisions of this Purchase Order, to recover damages or other relief for breach or default under this Purchase Order, or otherwise arising under or by reason of this Purchase Order. The parties hereby waive any and all rights to a trial by jury.

## **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  
6<sup>th</sup> Floor  
Nutley, NJ 07110

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:

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.
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.
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.

16.5 Neither party shall be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to, acts of God, fire, flood or other catastrophes; accidents; storms; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; strikes, lock-outs, work stoppages, or other labor difficulties; pandemics; epidemics; or other similar occurrences. In no event will Ralph Lauren have any obligation to make payment for Work not performed or provided by Seller regardless of whether such failure was the result of a force majeure event. Notwithstanding any other provision set forth in these terms and conditions, if a force majeure event delays, curtails or prevents Seller's performance or Ralph Lauren's obligations hereunder for more than 5 days, Ralph Lauren may immediately terminate the Purchase Order upon written notice to Seller.

**Exhibit A**  
**Code of Ethical Conduct**

**A. PURPOSE**

Ralph Lauren seeks to conduct business in an ethical and moral manner. To achieve this purpose, we require Seller to subscribe to certain moral and ethical principles in conducting business as set forth in this “Code of Ethical Conduct for Vendors and Third Party Service Providers” (the “Code”). The Code sets forth basic requirements that

Seller must meet in order to do business with Ralph Lauren and supplements all other policies previously issued by Ralph Lauren.

## **B. CERTIFICATION**

Seller, the undersigned business partner to Ralph Lauren, represents and warrants that it operates in full compliance with all applicable laws, rules and regulations in all jurisdictions where it does business, including international laws and regulations related to the conduct of business between nations. Seller acknowledges, that as a condition of doing business with Ralph Lauren, it must comply with this Code. Seller acknowledges and agrees that failure to comply with this Code will be sufficient cause for Ralph Lauren to exercise its right to terminate the business relationship. Ralph Lauren reserves the right, as a condition of supplier approval, to conduct inspections of suppliers, their facilities and business practices to verify compliance with this Code. Seller agrees to cooperate fully with Ralph Lauren and provide any information requested which is necessary to demonstrate compliance with this Code.

## **C. ETHICAL CONDUCT AND POLICY VIOLATIONS**

Although it is not possible to specify every action that might create a conflict with the Code, the Code sets forth areas in which issues may arise in your everyday activities as a vendor or third party service provider. To that end, the Code identifies the following examples of practices which directly contradict this Code: (1) Self-Dealing & Conflicts of Interest; (2) Bribes & Improper Payments; (3) Product Integrity & Undue Influence; (4) Gifts; and (5) Maintaining Accurate Books & Records. The following examples represent a small subset of activities in direct violation of the Code, but do not represent all actions that may violate this Code.

### **1. Self-Dealing, Conflicts of Interest and Fraud**

In doing business with Ralph Lauren, Seller should avoid any action that creates—or appears to create—a conflict of interest with Ralph Lauren or any form of fraud. A “conflict of interest” exists where your

private interests in any way interferes or conflicts with, or appears to interfere or conflict with, the interests of Ralph Lauren or make, appear to make, it difficult for you to perform your work for Ralph Lauren objectively and effectively. “Self-Dealing” includes an unfair advantage through manipulation, abuse of privileged information, misrepresentation of facts or any other unfair dealing practice. For example, you should not use your business relationship with Ralph Lauren or Ralph Lauren’s property or information for personal gain, and may not take Ralph Lauren opportunities for sales or purchases of products, services, or interests for your own personal interests. Vendors and third party service providers must promptly disclose actual or potential conflicts or fraud to Ralph Lauren’s senior management or by anonymously calling Ralph Lauren’s Make a Difference Hotline at 1-877-476-5675 (1-877-4POLORL) as set forth above.

## 2. Bribes & Improper Payments

The U.S. Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act (“UKBA”), and the anti-bribery or anti-corruption laws of other jurisdictions where Ralph Lauren does business, prohibit Ralph Lauren, its subsidiaries, employees, agents, consultants, representatives and others providing services on behalf of Ralph Lauren from participating, directly or indirectly, in paying money or other things of value to government officials, political parties or party officials, candidates for office, or any other person while knowing that all or a portion of such money or things of value will be offered, given, or promised, directly or indirectly, to any of the aforementioned persons or organizations, or to any other person for the purpose of improperly influencing or obtaining an improper advantage in connection with obtaining or retaining business for Ralph Lauren. Hidden commissions, fees or any other payments with a view towards procuring business or preferential treatment from or for Ralph Lauren are expressly prohibited. The FCPA and the UKBA have an extra-territorial effect in that they can apply to activities of all employees, agents, consultants, representatives and others providing services on behalf of the Company wherever in the world that person operates.

Under no circumstances should any vendor or third party service provider undertake any such prohibited actions for or on behalf of Ralph Lauren. Any request by a Ralph Lauren officer or employee to bribe a foreign official should be reported in writing to the General Counsel of the Company, 100 Metro Boulevard, 6<sup>th</sup> Floor, Nutley, NJ 07110, or by anonymously calling the Ralph Lauren's Make a Difference Hotline at 1-877-476-5675 (1-877-4POLORL). If you prefer to report an allegation anonymously, you must provide enough information about the incident or situation to allow Ralph Lauren to investigate properly.

### 3. Product Integrity & Undue Influence

Ralph Lauren takes pride in providing high-quality products. In addition to meeting Ralph Lauren's internal quality standards, you should ensure that all of Ralph Lauren products and their components and packaging are produced, tested, packaged and labeled in full compliance with all applicable national and local laws and regulations and with all Ralph Lauren policies and procedures. To that end, Ralph Lauren prohibits any activity that is intended to exert undue influence over the test results or other analytical findings or which is otherwise designed to interfere with the independent technical judgment of testing laboratories, conformity assessment bodies or other similar service providers that conducts testing of Ralph Lauren products or its components,

### 4. Gifts

Ralph Lauren requires all business dealings to be performed in an honest and fair manner, free from impropriety, threats, favoritism and undue influence that could undermine the integrity of any services or products provided to Ralph Lauren. Ralph Lauren's Code requires that you should never offer anything of value to anyone at Ralph Lauren so that it might compromise — or appear to compromise — the objectivity of your business decisions in connection with doing business with Ralph Lauren. This includes, but is not limited to, gift certificates, tickets to shows or events, travel arrangements, loans, discounts and/or services. These types of compensation present a conflict of

interest to anyone working on the Ralph Lauren's behalf, and it is for this reason that Ralph Lauren restricts this type of vendor or third party service provider activities or gifts. For example, any of such aforementioned gifts, services or discounts is strictly prohibited to be received by any Ralph Lauren employee or agent from any social auditing company or C-TPAT auditing company.

#### **5. Maintaining Accurate Books & Records**

Ralph Lauren must maintain accurate and complete books and records. Every business transaction undertaken by Ralph Lauren must be recorded correctly and in a timely manner in Ralph Lauren's books and records. Ralph Lauren therefore expects you to be candid and accurate when providing or entering information for these documents and systems. You are specifically prohibited from making false or misleading entries in Ralph Lauren's books and records.

#### **D. POLICY CHANGES**

From time to time, Ralph Lauren may update or modify its policies in connection with the Code. While Ralph Lauren reserves the right to make these changes without notice, we will use our best efforts to inform you as soon as possible.

#### **E. REPORTING VIOLATIONS**

Ralph Lauren has a zero tolerance as it relates to the Code. Most problems can be easily avoided simply by using good judgment and seeking guidance when questions arise. It is your responsibility to raise questions, make appropriate disclosures, keep all approval documentation and notify Ralph Lauren of any potential issues.

You should report violations of the Code to Ralph Lauren's senior management or use Ralph Lauren's "Make a Difference" hotline ("Hotline") to report all alleged violations or concerns. The "Make a Difference" Hotline is a confidential service operated by third-party reporting service, and provides for incident reporting via telephone at



any time. Reports are confidential and can remain anonymous. When you contact them:

- You do not have to give your name
- A professional interview specialist will document your concern
- Your information will be relayed to your organization for follow-up
- Your call will be conducted in the language of your choice

The Hotline will direct your questions to the appropriate compliance department: Legal, Human Rights Compliance, Quality Assurance, Asset Protection or Human Resources.

<b>Global Contact Information for “Make a Difference” Hotline</b>	
Asia, South America & North America	1-877-476-5675 or 1-877-4POLORL
Europe & the Middle East	0-0-800-2255-7656 or 0-0-800-CALL-POLO

**\*This code must be dialed first before dialing the 877 number**

<b>Country</b>	<b>Provider</b>	<b>Access Code</b>
China- South	Shanghai- China Telecom	10-811
China- North	North, Beijing CNCG	108-888
Hong Kong	Hong Kong- Hong Kong	800-96-1111
Hong Kong	New World Telephone	800-93-2266
Japan	Japan-	00-539-111
Japan	NTT	0034-811-011
Korea	Korea, Republic- Korea Telecom	00-729-11
Korea	ONSE	00-369-11
Korea	Dacom	00-309-11

Macau	Macau	0-800-111
Malaysia	Malaysia	1-800-80-0011
Singapore	Singapore- SingTel	800-011-1111
Singapore	StarHub	800-001-0001
Taiwan	Taiwan	00-801-102-880

Seller agrees to abide by the above standards and will not engage in any such conduct with any Ralph Lauren employee or employees of third party service providers. Further, if we become aware of any such practices or are approached by any Ralph Lauren employee or employees of third party service providers to engage in such practices, we will notify Ralph Lauren’s senior management immediately.

### **Exhibit B** **Operating Guidelines**

Ralph Lauren is dedicated to conducting our operations throughout the world on principles of ethical business practices and the recognition of the dignity of their employees. We expect our business partners, their suppliers, service providers, and subcontractors to respect and adhere to our guidelines and to all applicable laws and regulations in the operation of their business. Our business partners must be transparent in all record keeping and embrace a fundamental effort toward operational efficiencies and continuous improvement.

**LEGAL AND ETHICAL STANDARDS** - Our business relationship is built on a mutual respect for and adherence to all legal requirements and the highest ethical standards. We expect our business partners to observe all international standards, and national and local laws and regulations while operating their business.

**WAGES, BENEFITS, WORKING HOURS AND TRANSPARENT RECORD KEEPING** - Our business partners must comply with all laws regulating local wages, overtime compensation, and legally mandated benefits. Wage and benefit policies must be consistent with prevailing national standards. Under ordinary business circumstances,

employees must not be required to work excessive working hours per week including overtime and have the option of at least one day off in seven. We expect that all record keeping will be accurate and transparent at all times.

**HEALTH AND SAFETY** - Our business partners must ensure that their employees are provided a safe and healthy work environment, and are not subject to unsanitary or hazardous conditions.

**ENVIRONMENTAL SUSTAINABILITY** - Our business partners must embrace a fundamental concern for environmental protection and conduct their operations and services consistent with both applicable local laws and internationally recognized environmental best practices. They must also make progressive improvements by integrating principles of sustainability into their business decisions to operate more responsibly regarding natural resources, pollution prevention, and utilization of green technologies.

**CHILD LABOR** - Our business partners must not use child labor, defined as employees under the age of 16.

**FORCED OR BONDED LABOR** - Our business partners will not work with or arrange for purchase of any materials or services that supports or utilizes forced or bonded labor.

**DISCIPLINARY PRACTICES** - Our business partners will not employ or conduct any business activity with partners who employ any form of physical or mental coercion, or punishment or monetary fines against employees.

**DISCRIMINATION AND HARASSMENT** - Our business partners will not practice any form of discrimination or harassment in hiring and employment, based on race, color, religion, sex, gender, sexual orientation, age, marital status, disability, and ethnic or national origin.

**FREEDOM OF ASSOCIATION** - Our business partners should respect the legal rights of employees to freely, and without harassment, participate in organizations of their choice.

**SUBCONTRACTING** - Our business partners may only subcontract to previously approved suppliers for manufacturing or services according to our corporate requirements. All subcontracted suppliers must meet the same criteria as our direct contracted product and service suppliers.

**CUSTOMS COMPLIANCE AND PRODUCT SAFETY** - Our business partners must comply with applicable customs' laws and regulations, including but not limited to, participation in Customs-Trade Partnership Against Terrorism Programs for all Work as directed by the US Department of Homeland Security. In addition, all products must specifically meet all Consumer Product Safety Commission regulations and requirements, including but not limited to the Consumer Product Safety Improvement Act of 2008, and guarantee to abide by all international restrictions for Hazardous Substances.

**CONFLICTS OF INTEREST/ANTI-BRIBERY** - Offering compensation of any value (gifts, discounts, services, loans, payments) to any Ralph Lauren employee, service provider or government/political official to influence any act or decision to secure a business advantage is strictly prohibited.