

RALPH LAUREN TERMS & CONDITIONS FOR PURCHASE OF GOODS AND SERVICES (EUROPE – ALL OTHERS)

1. **TERMS OF AGREEMENT.** The purchase order ("Order"), together with these Terms and Conditions and any attachments, specifications and exhibits, whether physically attached or incorporated by reference (collectively the "Agreement") constitute the entire and exclusive agreement between the Ralph Lauren company ("BUYER") and the Seller ("SELLER") identified in the Order, for the purchase of goods ("Goods") and/or services ("Services") by BUYER from SELLER. In the event of any conflict, the following shall be the order of precedence (highest level of precedence first): (i) the Order excluding any attachments; (ii) these Terms and Conditions; (iii) any document incorporated or specified in the Order; (iv) the SELLER's offer (if applicable). Any other document, including any terms or conditions which SELLER may purport to apply or which are endorsed upon any correspondence or documents issued by SELLER (irrespective of their date of communication to BUYER) shall not be applicable between the parties, unless stated otherwise. However, any agreement executed by the BUYER and the SELLER (individually "PARTY" ; collectively "PARTIES") and in effect, covering procurement of the Goods or Services described in the Order, shall prevail over any inconsistent terms herein. SELLER's electronic acceptance of these, acknowledgement of this Order, or commencement of performance constitutes SELLER's acceptance of these Terms and Conditions.

2. **QUALITY OF GOODS/SERVICES.** Without prejudice to representations or warranties applied by law or otherwise given by SELLER, SELLER warrants that Goods shall be: (a) in full compliance with their description and the specifications as agreed in writing by BUYER, attached to the Order or incorporated by reference ("Specifications"), (b) free from defect; (c) fit for their intended purpose or application; (d) manufactured and supplied strictly in accordance with the relevant specification; and (e) free of any registered or unregistered charge, lien, mortgage or other encumbrance. Services shall be provided with all due skill and care and in accordance with industry recommended standards and practices. SELLER shall ensure that all of its personnel and subcontractors are suitably qualified to perform the Services and that all necessary licences, work permits or other authorizations have been obtained. SELLER shall further comply with all its legal obligations in connection with employment, health and safety and social security contributions in relation to all individuals involved in the performance of the SELLER's obligations under the Agreement. SELLER shall operate a quality assurance system in accordance with industry recommended standards and practices.

3. **CHANGE ORDER.** BUYER reserves the right at any time to issue a written change order or amendment to the Order ("Change Order") that alters, adds to, or deducts from the Goods or Services, but that is otherwise subject to these Terms and Conditions. SELLER shall promptly comply with the terms of any Change Order. If a Change Order causes a change to the cost or time for performance, the PARTIES shall promptly agree to an equitable adjustment in the contract price or delivery terms, as applicable, and incorporate such changes in the Change Order.

4. DELIVERY. SELLER shall deliver the Goods and/or perform the Services at the delivery point and on the date(s) specified in the Order ("Delivery Date"). If no delivery date is specified, SELLER shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. SELLER shall notify any expected delay to the BUYER. If SELLER fails to deliver the Goods or Services in full on the Delivery Date, BUYER may reject such Goods and/or Services and terminate the Agreement pursuant to Section 18. SELLER shall indemnify BUYER against any losses, damages, and reasonable costs and expenses attributable to SELLER's failure to deliver.

5. TITLE AND RISK. Unless Incoterms are agreed (in which case risk shall pass to BUYER in accordance with such agreed Incoterms), title and risk in the Goods shall pass to BUYER on completion of delivery at the place specified in the Order. Neither payment by, nor passing of title or risk in the Goods or the Services to BUYER, shall be deemed to constitute acceptance of the Goods or the Services.

6. WARRANTIES. SELLER will pass through any applicable manufacturer's warranty to the benefit of BUYER. If any such manufacturer's warranty is not assignable, SELLER shall assist BUYER in pursuing any warranty claim against the manufacturer on BUYER's behalf. The warranty for Goods commences on the later of the day BUYER takes physical possession of the Goods or the Goods have been installed by SELLER, and is valid for the longer of (i) the statutory term provided by applicable law, (ii) twelve (12) months or (iii) the length of SELLER's or the manufacturer's standard warranty period.

7. REJECTION, REPAIR AND REPLACEMENT. Without prejudice to any other rights of BUYER hereunder or at law, in the event of defective Goods or Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by BUYER after delivery or performance, BUYER, in its sole discretion and at SELLER's risk and expense, may do any or all of the following within a reasonable period of time after discovery of the defect or breach: (a) terminate the Agreement pursuant to Section 18; (b) reject and return the Goods and/or Services; (c) purchase equivalent goods and/or services elsewhere; (d) require the Goods/Services to be replaced or repaired or re-performed by SELLER; (e) have defects in the Goods repaired by others; (g) have the Services re-performed by others, all the foregoing without prejudice to BUYER'S right to claim damages.

8. PRICE AND PAYMENT. The price of the Goods and/or Services ("Price") shall be as stated in the Order and unless otherwise stated, shall be inclusive of all taxes, levies, duties and charges for packaging, packing, shipping, carriage, insurance and delivery. No increase in the Price may be applied by the SELLER without the prior consent of the BUYER in writing. Unless otherwise stated in the Order, BUYER shall pay all properly invoiced amounts due to SELLER within forty-five (45) days after receipt of such invoice, except for any amounts disputed by BUYER. A prompt payment discount of 1.5 % shall be allowed for payment within 15 days following the date of receipt of the invoice. The PARTIES shall seek to resolve all invoice disputes expeditiously and in good faith. SELLER shall continue performing its obligations under the Agreement notwithstanding any such dispute. Without prejudice to any other right or remedy, BUYER reserves the right to set off any amount owing to it by SELLER against any amount payable by BUYER to SELLER. Payment of an invoice is not evidence or admission that the Goods or Services meet the requirements of the Agreement. As long as the SELLER has not fulfilled its obligations, the BUYER shall be authorized to right to retain all or part of payment of the PRICE.

9. INTELLECTUAL PROPERTY RIGHTS. SELLER shall retain ownership of any copyrights, patents, trademarks, design rights or registrations, trade secrets, development, invention, works of authorship, know-how, or work results or similar intellectual property rights (collectively, "IP Rights") developed by SELLER prior to the coming into force of the Agreement (collectively, "SELLER's Background Work". All right, title and interest in and to any design, development, invention, works of authorship, know-how, and/or work results created as a direct result of the Services and their related IP Rights ("Creations") shall vest exclusively in BUYER and shall be assigned to BUYER promptly upon creating or generating the same by SELLER. SELLER shall execute all instruments, deeds or actions necessary to vest such Creations in BUYER. SELLER hereby irrevocably waives, or shall procure all necessary waivers in favor of BUYER of, all IP Rights in the Creations. SELLER hereby grants to BUYER a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, assignable, sub-licensable and unrestricted license and right for BUYER to possess, disclose and use and/or have possessed, disclosed or used, SELLER's Background Work or any part thereof as necessary to use, copy, modify, distribute and/or exploit freely any Creations, to the fullest extent permitted by law. SELLER shall not publicly make any reference to BUYER or the RALPH LAUREN GROUP in press releases, advertisements or any form of marketing communication, in whatever form or media (including SELLER's websites), without the BUYER's prior written consent.

10. IP INFRINGEMENT INDEMNIFICATION. SELLER shall at its own expense defend, hold harmless and indemnify BUYER, its parent, any of its affiliates and/or subsidiaries and their respective sub-licensees, agents, officers, directors and employees (collectively "RALPH LAURENGROUP") from and against all claims, proceedings, lawsuits, judgments, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses arising out of any allegation or claim that the possession, disclosure and/or use by BUYER and/or any entity of the RALPH LAUREN GROUP of any of SELLER's Background Work in accordance with the license provided pursuant to the preceding Section or the possession, disclosure, use and/or exploitation of any Creations infringes any third party's IP Rights. If any Goods, Services, Creations or parts thereof become, or is likely to become, the subject of an IP Rights infringement, violation or misappropriation, then SELLER will, at its own expense, promptly take the following actions in the listed order of priority: (a) secure the rights necessary to continue using the Goods, Services, Creations and any parts thereof; or (b) replace or modify such Goods, Services, Creations 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 and or Creations.

11. CONFIDENTIALITY. Unless otherwise agreed by BUYER in writing, SELLER shall keep in strict confidence and not disclose to any third party, any confidential and/or proprietary materials provided by BUYER to SELLER in connection with this Agreement or prepared by SELLER specifically for BUYER pursuant to this Agreement, including but not limited to any technical or commercial know-how, specifications, documents, inventions, drawings, plans, information, data, processes and/or initiatives ("Confidential Information"). SELLER shall not make any copies of Confidential Information except as specifically authorized by BUYER in writing. The provisions of this Section shall not apply to any BUYER's information if SELLER can prove that it was or has become lawfully known to SELLER without binder of secrecy or publicly available through no act or omission on the part of SELLER. At the request and option

of BUYER, SELLER shall promptly either destroy or return to BUYER all Confidential Information not consumed in the performance of this Agreement, together with any copies in SELLER's possession. SELLER shall use Confidential Information solely for SELLER's performance of this Agreement for BUYER, and SELLER shall not, without BUYER's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of SELLER, or any other person. SELLER shall not mention/use BUYER's name, BUYER's trademarks or refer to the existence of the Agreement in any publicity material or other communications to third parties without BUYER's prior written consent.

12. FORCE MAJEURE. Neither PARTY shall be responsible nor liable to the other (and no event of default shall be deemed to have occurred) for any loss or damage suffered or incurred by the other, if events beyond the control of the PARTIES (such as, but not limited to, war, strikes, epidemics, forces of nature and any circumstance having the characteristics of an Act of God), make it impossible for such PARTY to perform under the terms of this Agreement ("Force Majeure"). If such an event of Force Majeure occurs, delivery or performance shall be extended for a period equal to the time such event or circumstance lasts or persists. In the event that any event of Force Majeure lasts more than thirty (30) days, BUYER shall be entitled to terminate this Agreement by written notice to SELLER.

13. COMPLIANCE WITH LAWS AND ANTI-BRIBERY. SELLER represents and warrants that it will fully comply with all laws and regulations applicable to the manufacture and/or supply of Products and to its performance of Services and /or any of its obligations under this Agreement. In performing its obligations under this Agreement, SELLER further represents and warrants that it will comply with the Ralph Lauren Code of Ethical Conduct and the Ralph Lauren Operating Guidelines (both available upon request). SELLER will and will cause any person or entity acting on its behalf to: (i) fully comply with all applicable laws, statutes, regulations, codes or guidance issued by the relevant regulatory bodies relating to anti-bribery and anti-corruption, including but not limited to the US Foreign Corrupt Practices Act (FCPA) ("Relevant Requirements") and not do anything that will or may cause BUYER and/or any entity of the RALPH LAUREN GROUP to be in violation of such Relevant Requirements; (ii) maintain in place throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Relevant Requirements and to enforce such policies where appropriate; (3) promptly report to BUYER any request or demand for any undue financial or other advantage of any kind received by SELLER (or persons associated therewith) in connection with the performance of this Agreement. On reasonable suspicion of a violation of this Section, BUYER may suspend and/or terminate this Agreement. In such circumstances no compensation or other remuneration shall be due to SELLER and SELLER shall be liable for all costs and expenses incurred by BUYER arising from any breach of this clause.

14. DATA PROTECTION. Where processing personal data for the needs of this Agreement, SELLER shall fully comply with (i) all applicable privacy laws and regulations and (ii) BUYER's privacy policy and security requirements as set forth on www.ralphlauren.com which is incorporated herein and forms part of this Agreement. SELLER hereby acknowledges and agrees that BUYER and the RALPH LAUREN GROUP may process personal data relating to SELLER, its employees or contractors for the purposes of administering the relationship with the SELLER and, as part of its use of such data, may transfer that data to other in jurisdictions outside the European Economic Area or Switzerland, such as the USA,

which do not provide the same level of protection for personal data as exists within the European Economic Area or Switzerland.

15. ECONOMIC SANCTIONS. Without limiting the foregoing, SELLER shall, and shall require its agents, representatives and affiliates who provide Goods or Services in connection with an Order, comply with all applicable economic sanctions, embargoes or blockades which prohibit dealings and transactions with or involving certain countries, territories, organizations, entities or individuals, including but not limited to the U.S. economic sanctions and export control laws and regulations (collectively, "OFAC Regulations") and the European Union economic sanctions. In connection with the OFAC Regulations, SELLER represents and warrants that: (i) neither it, nor any of its owners, directors, workers or employees is: a) a Specially Designated National ("SDN"); b) a blocked person; or c) listed or subject to other Sanctions Lists administered by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") each, an "OFAC-listed Person"; (ii) neither it, nor any of its owners or senior managers is a department, agency or instrumentality of, or is otherwise directly or indirectly controlled by or acting for or on behalf of an OFAC-listed Person or the government of any country that is subject to OFAC Regulations, including but not limited to, Cuba, Iran, North Korea, Sudan and Syria; (iii) none of the funds or other property used by SELLER to perform any of its obligations constitute or will constitute blocked funds, property or interests in property under the OFAC Regulations; (iv) neither it nor any of its owners or suppliers will sell or divert products contrary to OFAC Regulations; and (v) inclusion of SELLER, or any of its owners, managers or anyone associated with any of them, as an OFAC-listed Person shall constitute grounds for immediate termination of this Agreement or any other order, contract or agreement, without recourse to SELLER.

16. INDEMNIFICATION. To the fullest extent permitted by law, SELLER shall indemnify and hold harmless BUYER and/or any entity of the RALPH LAUREN 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) any defects in the Goods and/or Services delivered, (ii) SELLER's breach of this Agreement; (ii) the negligence, gross negligence, bad faith, intentional or willful misconduct of SELLER or SELLER's subcontractors or their respective employees or other representatives; or (iii) bodily injury, death or damage to personal property arising out of or relating to SELLER's performance under this Agreement.

17. INSURANCE. SELLER shall maintain and cause its subcontractors to maintain at their expense sufficient and adequate insurance in respect of their liabilities under the Agreement. SELLER hereby irrevocably and unconditionally waives and will cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against BUYER and/or any entity of the RALPH LAUREN GROUP, to be documented to BUYER's satisfaction.

18. TERMINATION. BUYER may, by written notice to SELLER, terminate the Agreement if (i) SELLER fails to cure any material breach within seven (7) days from receipt of notice of the breach or (ii) SELLER becomes insolvent or files for bankruptcy protection (to the extent permitted by applicable law), without incurring any liability for doing so (except the payment of Goods and/or Services accepted by the BUYER as of the date of termination), without prejudice to BUYER'S right to claim damages.

19. ASSIGNMENT - SUBCONTRACTING. SELLER will not delegate, subcontract, transfer or assign this Agreement or any of its rights or obligations, whether in whole or in part, without the prior written consent of BUYER. BUYER is entitled, without restriction, to delegate, subcontract, transfer or assign this Agreement or any of its rights or obligations, whether in whole or in part, without the prior written consent of SELLER.

20. INDEPENDENT SELLER STATUS. The Parties are independent sellers with respect to each other, and nothing in this Agreement 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. SELLER will perform under any Order with trained personnel and SELLER acknowledges that BUYER has no labor relationship with, right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of SELLER's employees, agents, subcontractors or their employees. SELLER will indemnify and defend BUYER against any claims of SELLER's employees, agents, subcontractors and/or any labour or social security agency alleging any liability of BUYER or employment with BUYER and/or any other claim by reason of the performance carried out in connection with the Agreement.

21. MISCELLANEOUS. Any amendment, modification or waiver of this Agreement is only valid if it is in writing and signed by an authorized representative of the PARTY against which such amendment, modification or waiver is sought to be enforced and specifically references this Section. No waiver of any breach, or the failure of a PARTY to enforce any of the terms of the Agreement, will affect that PARTY's right to enforce the terms of any Agreement. Any other modification, amendment or waiver of any provision of any Agreement is null and void. The expiration or termination of this Agreement will not affect the terms of this Agreement that expressly provide that they will survive expiration or termination or which out of necessity must survive expiration or termination.

22. GOVERNING LAW AND JURISDICTION. This Agreement is governed by and interpreted for any and all purposes in accordance with the internal laws of Switzerland, without regard to its conflict of laws rules, and the United Nations Convention on International Sale of Goods shall have no force or effect on transactions under or relating to this Agreement. The courts of Geneva will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement.

<http://www.ralphlauren.com/helpdesk/index.jsp?display=terms&subdisplay=other>