

GENERAL CONDITIONS OF PRODUCTION, SALE AND DELIVERY OF PVH BRANDS EUROPE B.V.

1. Definitions

- a. **"Agreement"**: means any agreement regarding the ordering, sale and delivery of Products, including but not limited to a distribution agreement, franchise agreement, wholesale agreement, shop in shop agreement, concession agreement, online sales agreement, the order for Products, and the invoice, between PVH and the Purchaser, including all annexes or schedules, any amendment or addition to that agreement, and all legal and other acts related to the preparation and performance of the agreement;
- b. **"Brands"**: means the brands licensed to PVH (www.pvh.com);
- c. **"General Conditions"**: means these general conditions of production, sale and delivery of PVH;
- d. **"in writing"**: means written, facsimile, and digital or electronic communications;
- e. **"Intellectual Property Rights"** means the Trademarks and any other intellectual property related to the Brands, including knowhow, design rights, copyrights, database rights or any other intellectual property right vested in or provided by PVH in respect of the Products and any related materials.
- f. **"Online Channel"**: means any online channel used to sell, market and advertise goods;
- g. **"Order Overview"**: means the automatically generated overview of the Products ordered by Purchaser;
- h. **"Products"**: means all products that form the subject of an Agreement;
- i. **"Purchaser"**: means any legal entity or natural person that purchases Products from PVH or with which PVH enters into an Agreement or negotiates on its conclusion;
- j. **"PVH"**: means PVH Brands Europe B.V., a private limited liability company with its registered office in Amsterdam;
- k. **"Standard Online Sales Terms"**: means PVH's online sales terms, applicable to Purchaser selling Products through Online Channels or otherwise online, referred to in Article 12 below;
- l. **"Trademarks"**: means the trademarks and/or trade names related to the Brands, and/or related logos, crests, emblems or symbols, including combinations, forms and derivatives thereof as are from time to time used by PVH or any of its affiliates, whether registered or unregistered.

2. Applicability

- a. These General Conditions are applicable to and form an integral part of all Agreements between PVH and Purchaser. PVH explicitly dismisses the applicability of any conditions or stipulations of Purchaser, including but not limited to Purchaser's general conditions.
- b. In the event of conflict between the provisions of the General Conditions and the Agreement, the Agreement shall prevail over the conflicting provisions of the General Conditions.
- c. Any amendments or additions to the Agreement and/or to the General Conditions are valid only if and insofar as they have been recorded and agreed upon in writing between PVH and Purchaser, and relate only to the Agreement in question.

3. Statements, samples, drawings or designs

All statements by PVH regarding quotations, numbers, weights, sizes, fabric, colours and/or other specifications and descriptions of the Products are made with due care. However, PVH does not guarantee the absence of deviations or variations. Any samples, drawings or designs shown or provided for by PVH are merely descriptive of the Products in question. Any samples shown or delivered to the Purchaser are provided for information purposes only and do not in any manner constitute an express or implied warranty regarding quality, description, suitability or marketable quality or otherwise.

4. Orders, production

- a. Orders shall be placed using the order process specified in the Agreement. If no order process is specified in the Agreement and unless parties agree otherwise, the Purchaser shall place orders via PVH's electronic order intake system. Upon an order being placed, PVH will send an Order Overview to Purchaser.
- b. Any orders placed may be subject to changes proposed by PVH (e.g. in style, quantity and/or code numbers). If PVH incurs additional costs as a result of an increase in costs of purchase, transport, labour, taxes, duties or other charges, PVH may increase the price of the Products, by giving written notice

to the Purchaser at any time before issuing an invoice. Any such price increases shall be deemed accepted by the Purchaser if not rejected in writing within 48 hours of PVH's notice of the price increase, in response to such notice.

- c. In case of cancellation by the Purchaser of the order as received by PVH, a cancellation charge of 25% of the total order value will become due by the Purchaser to PVH upon PVH's demand.
- d. The (digital) administrative records kept by PVH shall be leading and binding between the Purchaser and PVH as evidence for the determination of the existence, scope and/or date of the order placed by the Purchaser and received by PVH.
- e. PVH reserves the right to (partially) cancel orders at its sole discretion, including without limitation if the order value is below PVH's minimums, if Purchaser has outstanding debts from previous orders, if PVH has reasonable doubts about Purchaser's creditworthiness, if Purchaser's point of sale does not meet PVH's quality standards or in case of no or insufficient availability of Product. PVH shall not be liable towards the Purchaser for any costs or damage as a result of such cancellation and shall have no obligation to compensate the Purchaser for such cancellation and non-delivery.

5. Window of delivery and delivery location

- a. The Order Overview will state a delivery window, the starting date of which is the "first possible shipping date", and the end date of which is the "anticipated last delivery date". For certain Products, PVH may suggest the date by which the Purchaser should first offer those Products for sale to end-users, which date shall, as much as possible, be taken into account when delivering those Products to the Purchaser.
- b. Each delivery window is an estimate based on the specific circumstances that apply to PVH on the date of the Order placed by the Purchaser. The delivery window may differ per type of Product (order line item). Notwithstanding any differences in delivery window per type of Product, PVH retains the right to deliver Products separately or together on one (or more) delivery date(s).
- c. PVH will use its best endeavours to deliver the Products during the delivery window but shall not be liable towards the Purchaser for any costs, expenses or damage incurred by the Purchaser due to late delivery, nor due to delivery prior to the delivery window. The Purchaser shall neither be entitled to terminate the Agreement, unless the delay is caused by late delivery of third parties engaged by PVH and the anticipated last delivery date is exceeded by an uninterrupted period of more than four (4) weeks. In that case the Purchaser has the right to (partially) terminate the Agreement in relation to the Products concerned, subject to (i) prior written notification to PVH and (ii) PVH's right to deliver the Products to the Purchaser within one (1) week after receipt of such notification from the Purchaser.
- d. If the Purchaser does not inform PVH at the latest four (4) weeks before the first possible shipping date about a change of delivery location or other change in the performance (including in the event that the delivery date is changed by PVH due to late payment by the Purchaser), the Purchaser shall be liable towards PVH for all costs incurred by PVH as a result of that change.

6. Sale and binding purchase

No earlier than upon shipment of the order to the Purchaser, PVH shall confirm the order by sending the invoice to Purchaser. The sales and purchase obligations between PVH and the Purchaser, enshrined in Article 7 (*Delivery*), Article 8 (*Product inspection, complaints and returns*), Article 9 (*Price*), Article 10 (*Payment*), Article 14 (*Transfer of ownership*) and Article 15 (*Warranty, remedy*) of these General Conditions, shall come into force only upon issuing an invoice by PVH specifying the exact items sold and delivered to Purchaser, with due regard to Articles 4.b and 4.e.

7. Delivery

- a. If the Purchaser fails to accept the delivery of the Products, the Purchaser shall be in default without any notice of default being required. PVH shall then have the right to store the Products for the risk and account of the Purchaser, or terminate the Agreement and sell the Products to a third party. The Purchaser will remain liable for payment of the purchase price of the Products, plus interest and costs (by way of damages), less, if applicable, the net proceeds of the sale of the Products to a third party.
- b. PVH shall have the right to (partially) withhold delivery to a Purchaser and/or to cancel the order/rescind the Agreement, if the Purchaser has not timely paid for the Products ordered under an Agreement between the parties and/or provided acceptable payment guarantees for the full value of the order as set

out in Article 11. In such event, the cancellation fee as referred to in Article 4.c. applies.

- c. Unless the Agreement provides otherwise, the Products will be delivered DDP (delivery duty paid) (as defined in the most recent version of INCOTERMS) at the Purchaser's delivery location stated on the invoice.
- d. PVH shall be entitled to charge the Purchaser contributions for transport insurance premium and for transportation, administration and handling costs of the Products, irrespective of the applicable INCOTERM.

8. Products inspection, complaints and returns

- a. Purchaser shall inspect the Products upon delivery and verify if the quantity and specific type of Products are correct and whether the Products are undamaged and without defects. Upon delivery, the Purchaser shall mark any missing or damaged handling units (cartons) on the carrier waybill. The Purchaser shall send a copy thereof to PVH and notify PVH in writing by registered mail, both within 72 hours after delivery, of any quantity deviation, defect or damage to the Products, specifying scope and nature of the quantity deviation, defect or damage, as the case may be. If PVH does not receive such complaint within the specified timeframe, the Products delivered shall be deemed to conform to the Agreement and accepted by the Purchaser. Except as provided for in this Article 8.a, the Purchaser shall not be entitled to reject any Products delivered or to terminate the Agreement in whole or in part, to refuse later partial deliveries or to suspend any of its payment obligations.
- b. PVH retains the right to refuse any complaint that is not compliant with the procedure and requirements set out in this Article 8 or, when applicable, Article 15.
- c. PVH does not accept return of Products unless explicitly agreed in writing. PVH is not liable towards the Purchaser or a third party for any costs or damage incurred by the Purchaser or a third party as a result of any return. Any costs due in relation to a return of Products by the Purchaser are for the account of Purchaser, unless it concerns a return of Products pursuant to Article 15.b.

9. Price

- a. Unless the Agreement provides otherwise, the purchase price of the Products (i.e. the wholesale price) shall be specified on the invoice, exclusive of any possible discounts, any turnover taxes (VAT), duties and other costs (such as delivery costs and payment costs).
- b. The recommended retail price (RRP) of each Product shown on the Order Overview is based on local circumstances in the market and the Brands' high quality image. Notwithstanding the foregoing, PVH's RRP shall be understood as unbinding and the Purchaser remains free to calculate and set its own retail prices.

10. Payment

- a. All payments to PVH shall be made in the currency stated on the invoice within thirty (30) calendar days from the date of invoice, regardless of whether delivery has taken place or not. If the Purchaser fails to make payments within this term it shall be in default (*verzuim*) without any notice (of default) being required and PVH will be entitled to charge the then current Dutch statutory interest (*wettelijke rente voor handelstransacties*) increased with three percent (3%) from the due date for payment until the date all late payments have been made by the Purchaser.
- b. Non-payment of an invoice when due may, at the sole option of PVH, result in acceleration of all outstanding invoices and PVH shall further have the right to suspend or cancel outstanding orders without the need for a formal notice. This is without prejudice to payment due on orders already delivered and the right to claim damages. In the event of a cancellation, the Purchaser shall return the Products at its own risk and costs. PVH may also elect to bring action for the collection of unpaid amounts out of court and/or in any court having competent jurisdiction. All extrajudicial costs and/or court costs associated with the collection of unpaid amounts shall be for the account of Purchaser and are subject to a minimum of 15% of the outstanding amounts, to be increased by the applicable VAT. Where a court fully or substantially awards judgment against the Purchaser and its decision has become final, the Purchaser shall be under a duty to reimburse PVH for all judicial costs incurred at trial and appellate levels.
- c. If payment in installments has been agreed on, the purchase price falls due immediately and in its entirety if the Purchaser fails to pay an agreed installment within the agreed payment term. Furthermore, all of PVH's claims

- against the Purchaser fall due immediately and in their entirety in the event of any other default on the part of the Purchaser.
- d. Bank drafts shall be paid at such date as is determined by PVH. Should the Purchaser request a change of the date of payment of the bank drafts, it shall do so in writing at least thirty (30) calendar days before the due date of payment in accordance with Article 10.a. The Purchaser shall pay the costs of presentation and collection of bank drafts.
 - e. Installments for payment plans (regardless of the payment method used) shall be paid at such date and in such amount as determined by PVH. Should the Purchaser request a change of the date and amount of an installment, it shall do so in writing at least thirty (30) calendar days before the due date of payment in accordance with Article 10.a.
 - f. If a payment instrument is not accepted, the order and the (relevant part of the) Agreement shall be immediately and automatically cancelled without any notice being required and the Purchaser shall expeditiously return any delivered Products to PVH at the Purchaser's own cost and risk.
 - g. The Purchaser shall not be entitled to suspend payment, to set-off any amounts or make any other deduction on the purchase price of the Products, without the prior written consent of PVH.
 - h. If PVH has reasonable doubts about the creditworthiness of the Purchaser, PVH shall, except where expressly forbidden by applicable law, be entitled to require (i) full or partial payment of the price prior to or upon delivery, or (ii) the Purchaser to provide appropriate and adequate security for payment by the Purchaser in a form acceptable to PVH.

11. Payment guarantee

All orders are subject to prior acceptance, by a factoring company or credit insurer appointed by PVH, of the Purchaser as debtor. The Purchaser agrees to furnish all necessary documents required by the factoring company or credit insurer. Should such factoring company or credit insurer refuse or only partially accept the Purchaser as debtor, PVH will accept the Purchaser as debtor only if the Purchaser submits new or additional guarantees acceptable to PVH. Alternatively, PVH is entitled to demand prepayment of an order as adequate security prior to acceptance of an order. Notwithstanding the acceptance of a Purchaser as debtor by the factoring company or credit insurer, PVH may at all times and at its sole discretion require prepayment of an order or a different kind of payment guarantee from Purchaser if deemed necessary.

12. Online sales

In case Purchaser intends to resell the Products through Online Channels it shall promptly inform PVH thereof. Purchaser hereby warrants that it shall at all times comply, and ensure that its resellers comply, with PVH's latest Standard Online Sales Terms provided by PVH to Purchaser and available at [PVH.com/general-sales-conditions-pvhbe](https://www.pvh.com/general-sales-conditions-pvhbe), as amended from time to time.

13. Territory

Purchaser may only resell the Products in the European Economic Area, Switzerland and the United Kingdom, unless and except as agreed otherwise in writing between PVH and Purchaser.

14. Transfer of ownership

- a. Unless the Agreement provides otherwise, the risk in the Products passes to the Purchaser upon delivery. The full legal ownership of the Products shall remain vested in PVH until Purchaser has performed all its obligations under any Agreement, including but not limited to the obligation to pay the purchase price, interest and other (collection) costs, and any compensation. For the avoidance of doubt, a bank draft or any other document creating an obligation to pay does not constitute the fulfillment of a payment obligation.
- b. Until the Products are paid in full, Purchaser shall not in any way encumber the Products nor transfer or dispose of the Products other than in the ordinary course of business. Purchaser shall inform PVH at its first request where the Products are located. Purchaser shall under no circumstance be entitled to pledge any Products for which the Purchaser has not paid the purchase price in full to PVH.
- c. In case of late payment, Purchaser shall allow PVH to recollect or take possession of the Products at the premises where the Products are stored within 24 hours of written notification to that effect by PVH. The Purchaser shall ensure that the Products can always be identified and shall bear all risks as from delivery of the Products subject to PVH's retention of legal ownership. The Purchaser shall ensure the good condition of the Products at its own risk and expense.

- d. In the event of an attachment, a bankruptcy, insolvency or suspension or provisional suspension of payment of the Purchaser, the Purchaser shall immediately inform PVH in writing and inform the bailiff levying the attachment, the trustee, administrator or court in insolvency proceedings of PVH's ownership rights.
- e. If the Purchaser has not paid for the Products delivered but it has already resold such Products to a third party, the Purchaser hereby irrevocably authorizes PVH to perform any acts necessary for establishing a right of pledge for the benefit of PVH on all claims of the Purchaser against that third party by virtue of such resale and also to act in this respect on behalf of the Purchaser. The Purchaser shall, at PVH's first request, provide all cooperation as may be required to establish the right of pledge, without prejudice to PVH's other rights and remedies under the Agreement or at law.

15. Warranty, remedy

- a. PVH warrants that the Products will, at the time of delivery, correspond materially with PVH's specification provided to the Purchaser and be free from any substantial defects in material and workmanship.
- b. If, following a complaint made by Purchaser in accordance with Article 8.a within 72 hours after delivery – or, where the non-conformity or defect was not apparent upon reasonable inspection, within a reasonable time after discovery of the non-conformity or defect, and in any event within three (3) months after delivery – PVH confirms that specific Products do not comply with the warranty of Article 15.a, Purchaser shall have such Products returned to PVH, and PVH shall, free of charge, (i) replace these Products or (ii) cancel the Agreement with respect to such non-conforming Products and refund the purchase price, to the extent paid by the Purchaser, unless: (i) the defects are due to normal wear and tear; or (ii) the non-conformity concerns a non-material deviation in color or shading, or minor deviation in size or decoration or trims (e.g. embroidery, buttons).
- c. The remedy set out in Article 15.b above shall be Purchaser's sole and exclusive remedy in relation to a breach of Article 15.a. To the extent permitted by applicable law, all (implied) warranties, representations, terms or conditions, other than those expressly set out in these General Conditions, are excluded.

16. Liability

- a. PVH's and its affiliated companies' entire and collective maximum aggregate liability to the Purchaser arising under or in connection with any Agreement and these General Conditions whether in contract, tort, statute or otherwise, shall, to the extent permitted by applicable law be limited to the remedy set out in Article 8.b above, and/or the replacement of non-conforming Products in accordance with Article 15.b above, or in all other situation the purchase price of the relevant Products.
- b. PVH shall in no event be liable for any indirect damage, including but not limited to damage resulting from incorrect or improper use or storage of the Products by the Purchaser or third parties, loss of turnover, loss of goodwill, loss of profit or any other forms of unrealized benefits.
- c. The limitations and exclusions of liability set forth in these General Conditions shall not apply if and to the extent the relevant damage (i) is attributable to the willful misconduct or gross negligence of PVH or its managerial or executive staff; or (ii) may otherwise not be limited or excluded by operation of applicable law.
- d. Unless the Agreement or these General Conditions provide for a shorter period, any right of the Purchaser to claim damages under an Agreement or these General Conditions will lapse one (1) year after delivery of the relevant Products. Purchaser guarantees and shall indemnify and hold harmless PVH, including its employees and directors against any and all claims (actual or threatened) by any third party for costs, damage or expenses of whatsoever nature including all legal expenses and related costs howsoever arising relating to the performance, purported performance or non-performance of any of Purchaser's obligations hereunder.

17. Termination and consequences of termination

- a. Either party may terminate an Agreement, without any compensation being due or payable to the other party, with immediate effect by giving notice in writing and delivered by courier or by registered mail, in both cases with confirmation of receipt, to that effect to the other party, if and when any of the following events occurs: (i) the other party has been granted a suspension of payments (*surséance van betaling*), makes a voluntary arrangement with all or a substantial part of its creditors, becomes subject to an administrative order to that effect or has been declared bankrupt; or (ii) the other party

ceases to carry on its business for a period of more than ten (10) days, ceases to exist or is in the process of winding-up or liquidating its activities and/or assets or a resolution to that effect has been taken in relation to such party.

- b. Upon termination of an Agreement neither party shall have any further obligation to the other party, provided however that termination of an Agreement shall not affect any outstanding payment obligations and/or accrued rights of either party under the Agreement.

18. Intellectual property

- a. Supply of Products by PVH shall not constitute nor be construed as transferring or granting any rights whatsoever to Purchaser with respect to the Brands or the Intellectual Property Rights. The Intellectual Property Rights shall at all times be and remain exclusively vested in PVH or its licensor, as the case may be.
- b. The Purchaser shall only use the Trademarks or other trademarks under which the Products may be sold in strict compliance with the Agreement, these General Conditions and any instructions given by PVH from time to time. The Purchaser shall not and shall refrain from using the Trademarks or other trademarks in any other way and for any other purpose unless it has obtained the prior written approval of PVH regarding such alternate or additional use.
- c. In accordance with applicable laws, the Purchaser shall not reproduce as a whole or in part the Products or other products of PVH. The Purchaser shall not communicate information which could allow total or partial reproduction of Products by third parties; any such communication would render the Purchaser an accomplice in the wrongdoing.
- d. The Purchaser shall not make any changes to the Products, the packaging of or labels on the Products or the (distinctive features of the) Trademarks.
- e. All materials or documents produced for advertising or promotion of the Products (under the Trademarks or any other trademark under which PVH sells Products) must be sent to PVH upon request for approval by PVH.
- f. In order to maintain the reputation and prestige of the Brands, Purchaser shall refrain from doing anything that may adversely affect the reputation or prestige of the Brands. Purchaser shall take all necessary measures to ensure that these obligations are strictly complied with by its wholesale customers.

19. Data protection

In the course of the Agreement between PVH and Purchaser, PVH may receive and process personal data of Purchaser's employees or Purchaser's business contacts as a separate controller within the meaning of the EU General Data Protection Regulation 2016/679 or any other applicable data protection law. PVH will process such personal data for performance of the Agreement and for any other legitimate interests of PVH, including for administration, order handling, accounting, communication and marketing purposes. Purchaser will inform its employees and business contacts of the processing of their personal data by PVH as described in this clause by referring to the privacy notice on <https://www.pvh.com/privacy-policy/privacy-policy-b2b>. Purchaser warrants that the processing of the personal data by PVH for the performance of the Agreement is allowed under applicable data protection laws. Purchaser shall indemnify PVH against any claim from a public authority or individual against PVH with respect to the processing of the personal data by PVH for the performance of the Agreement.

20. Force majeure

In case of any unforeseeable event or circumstance beyond the reasonable control of PVH which prevents the proper performance by PVH of obligations under the Agreement (including, but not limited to, subcontractors of PVH failing to comply with their obligations towards PVH, strikes, acts of war, fire, flood, water damage, industrial action, lock-out against workers and other industrial disturbances, import and export restrictions, regulatory activities, and interruptions in supply), PVH shall inform the Purchaser as soon as possible after the occurrence of such event or circumstance and be entitled to suspend its obligations during the period of such force majeure. Either party will be entitled to terminate the Agreement if such event or circumstance continues during more than one (1) month, without any liability on PVH's part.

21. Promotion and advertising materials

The Purchaser shall return to PVH at any time upon request by PVH and upon termination of the (commercial) relations with PVH, all promotional and/or advertising material in the possession of the Purchaser free of charge.

22. Anti-bribery, anti-corruption & sanctions

- a. Purchaser agrees that, in connection with the business contemplated by an Agreement, it shall not offer, promise or give anything of value (including PVH product), directly or indirectly, to anyone, including any government official, political party or campaign, any official or employee of any public international organization, or any official or employee of any government-owned enterprise or institution, for the purpose of obtaining or retaining business or otherwise securing an advantage or benefit for PVH. Purchaser acknowledges it is aware of the penalties and legal consequences involved in participating in corrupt activities.
- b. Purchaser acknowledges and agrees that, with respect to conducting any direct or indirect business for PVH, it will comply with all applicable laws and regulations related to economic sanctions, including the sanctions laws of the U.S., the European Union, the U.K. and/or other international enforcement authorities (including, by way of example, the U.S. Department of the Treasury Office of Foreign Assets Control). Furthermore, Purchaser represents, warrants and covenants that it will not engage in any activity, directly or indirectly, on behalf of or for the benefit of PVH in any other jurisdiction that poses human rights, legal, environmental, safety or other risks to PVH, as determined by PVH at its discretion.
- c. Purchaser acknowledges that any misrepresentation or violation of the aforesaid provisions shall be deemed a material breach, and PVH shall be entitled to terminate any Agreement immediately, upon providing notice to Purchaser.

23. Confidentiality

Each party agrees and undertakes that it will keep confidential and will not use for its own purposes, nor without the prior written consent of the other party, disclose any information of a confidential nature regarding the other party (including but not limited to price-sensitive and commercially valuable information), unless such information is public knowledge, is acquired from a third party without violation of the other Party's rights by such third party or is required to be disclosed by a court of competent jurisdiction. The burden of proof for these exceptions lies with the party that wishes to disclose the information. The Purchaser shall not make any press announcements regarding PVH or publicize the Agreement, without the prior written consent of PVH.

24. No assignment

The Purchaser may not transfer or otherwise assign any of its contractual obligations or rights under any Agreement and these General Conditions to any third party without first having obtained the prior written approval of PVH.

25. Survival and severability

The provisions of these General Conditions which are expressly or by implication intended to continue to apply following termination or expiry of any Agreement or of any contractual relationship with the Purchaser (including, for the avoidance of doubt and without limitation, Articles 9 (Price), 10 (Payment), 13 (Territory), 16 (Liability), 17 (Termination and consequences of termination), 18 (Intellectual Property), 23 (Confidentiality), 25 (Survival and severability) and 26 (Applicable law and jurisdiction) of these General Conditions) will survive and continue to bind both parties. If any provision of these General Conditions is held to be invalid or unenforceable in whole or in part such provision (or the relevant part, as the case may be) shall be deemed not to form part of these General Conditions and the parties will interpret and modify the General Conditions so as to achieve as far as possible the economic and legal intent and purpose of the parts held to be invalid or unenforceable.

26. Applicable law and jurisdiction

- a. All Agreements as well as these General Conditions shall be exclusively governed by and interpreted in accordance with the laws of the Netherlands, without regard to its international conflict-of-laws provision. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) shall not apply.
- b. Any dispute, controversy or claim brought by Purchaser arising out of or in relation to an Agreement or any agreement resulting thereof, or in relation to these General Conditions shall be submitted to the competent courts in Amsterdam, the Netherlands. This provision shall not preclude PVH from bringing an action before any other competent court.

STANDARD ONLINE SALES TERMS OF PVH BRANDS EUROPE B.V.**1. DEFINITIONS**

All capitalized terms have the meaning given thereto in the General Conditions of Production, Sale and Delivery of PVH Brands Europe B.V. available at [PVH.com/general-sales-conditions-PVHBE](https://www.pvh.com/general-sales-conditions-PVHBE).

2. OBLIGATION TO MAINTAIN BRANDS' IMAGE

In order to maintain and uphold the good standing, reputation and prestige of the Brands, Purchaser shall:

- a) market and resell the Products online in accordance with all applicable laws and regulations and all generally accepted industry standards and practices to which Purchaser and the Online Channel are subject, including laws and regulations on consumer protection, online selling, privacy and data protection;
- b) promptly after being notified by PVH remove or amend any information on the Online Channel, which PVH reasonably believes to be incorrect, misleading or which may otherwise adversely affect the Brands;
- c) obtain and maintain in force all licenses, permissions, authorisations, consents and permits needed to perform its responsibilities in accordance with these terms;
- d) comply with the Digital Sales Policy available at [pvh.com/digital-sales-policy-pvh-europe](https://www.pvh.com/digital-sales-policy-pvh-europe) (the "Digital Sales Policy");
- e) not resell the Products on any third party marketplace as further outlined in the Digital Sales Policy; and
- f) not commit any act or pursue any course of conduct online which may adversely affect the good standing, reputation or prestige of the Brands.

3. CONTENT AND PRESENTATION

3.1 **Content on Online Channels:** The content on the Online Channel shall be in accordance with the good standing, reputation and prestige of the Brands and the Online Channel shall not: (i) contain any content that is violent, racist, pornographic, religious, political or otherwise considered offensive or inappropriate by PVH; (ii) promote illegal activities or otherwise violate any applicable laws, including those targeting 'spyware'; (iii) violate any intellectual property rights; (iv) include a PVH trademark in the domain name unless prior approved.

3.2 **Product Presentation:** In the presentation of the Products or the Brands on the Online Channels, Purchaser shall comply with the Digital Sales Policy or any other written instructions provided from time to time by PVH.

3.3 **Product Descriptions:** Purchaser shall adhere to any product descriptions provided by PVH, unless agreed otherwise.

3.4 **Use of Artworks, Photographs, Visuals or Other Content:** Purchaser shall consult PVH, the Digital Sales Policy, and any other written instructions provided by PVH before using any artworks, photographs, visuals or other content related to the Products on the Online Channel.

3.5 **Use of PVH Imagery or Logos:** Any imagery or logos provided by PVH displayed on an Online Channel may only be used in accordance with the instructions of PVH and additional fees may apply. Purchaser shall refrain from using any images or logos that are outdated or wrong. When using imagery or logos provided by PVH, Purchaser shall ensure these are linked to the relevant Product.

3.6 **Material from PVH's Online Channels:** Purchaser shall refrain from copying or otherwise using any materials, data or other content relating to the Products or the Brands from any online channel belonging to PVH or its affiliates, unless agreed otherwise.

4. ONLINE MARKETING

If Purchaser conducts any online advertising activities (such as search engine advertising or social media marketing) pertaining to the Products or the Brands, Purchaser shall comply with the Digital Sales Policy and any other written instructions provided from time to time by PVH.

5. NOTICE AND TAKE-DOWN

If PVH, acting reasonably, considers that content or goods offered for sale on an Online Channel will or is likely to infringe the intellectual property rights of PVH or otherwise adversely affect the Brands, Purchaser shall, immediately after having received notice from PVH, remove such content or goods from the Online Channel.

6. REPORTING OF SALES DATA

Subject to all applicable laws and required documentation, PVH may request Purchaser to report certain sales data or aggregated consumer data used for the optimal planning of ordering and sale of Products. Sharing this information shall in no way limit Purchaser's freedom to determine its sales terms for any Products including sales prices or promotional periods.

7. SECURITY STANDARDS

Purchaser shall implement and maintain adequate security procedures and measures to protect the Online Channels against the risk of unauthorized access, alternation, delay, destruction, loss of data or any other form of misuse or abuse.

8. CONTRACTORS AND SUB-CONTRACTORS

Purchaser shall ensure that all its contractors and sub-contractors adhere to the obligations set out in these terms.

9. INDEMNIFICATION

Purchaser shall defend, indemnify and hold harmless PVH, its affiliated companies, and their respective officers, directors, employees, contractors and agents against any claim that arises, directly or indirectly, from Purchaser's: (i) negligence, strict liability or intentional misconduct; (ii) breach of these terms; or (iii) infringement of any third party's intellectual property rights.
