

PURCHASE ORDER TERMS & CONDITIONS

OVERVIEW

The Conditions of Contract set forth below contain the standard terms and conditions applicable to all purchases by PVH Corp. The Conditions of Contract shall apply to and control, and shall be deemed to be incorporated in, all contracts relating to the purchase of goods from you by PVH Corp. including but not limited to all purchase orders issued to you by PVH Corp. and all purchase orders issued through electronic data interchange (EDI).

Your acceptance of orders from and shipment of goods to PVH Corp. are subject to all of the terms and conditions of PVH Corp.'s Supplier Partnership Manual. PVH Corp. may update the Supplier Manual and may change its terms and conditions (including the conditions of Contract) from time to time by giving you written or electronic notice of the changes. The changes will be effective for all such contracts and purchase orders entered into or issued after issuance of the notice of the changes.

CONDITIONS OF CONTRACT

These Conditions of Contract constitute a binding agreement between Purchaser and Seller (the "Contract"). For purposes of this Contract, all references to Purchaser shall mean PVH Corp. All references to seller shall mean the recipient of this contract named herein. All references to goods shall mean the items of merchandise described herein.

- 1.) If any of the terms, conditions, or warranties of this contract, express or implied are not strictly complied with by the Seller, the Purchaser shall, in addition to its other rights, have the right to refuse to accept delivery of the merchandise or to return same at Seller's expense, and at Purchaser's election the contract in its entirety shall be deemed breached by the Seller.
- 2.) If the merchandise ordered herein is not shipped on or before the cancellation date specified on the contract, which must be strictly observed, this contract shall be deemed cancelled. Such cancellations shall be without prejudice to any right or remedy Purchaser may have by reason of Seller's default.
- 3.) The seller warrants and guarantees that the fiber content of all textile fabric contained in the merchandise, COUNTRY OF ORIGIN, AND ALL OTHER DATA REQUIRED BY LAW WILL BE ACCURATELY AND CLEARLY STATED ON ALL TAGS, LABELS, INVOICES and other documents relating to the merchandise; that all labels will be affixed and

positioned as required by law including the Textile Fiber Products Identification Act and/or will be labeled in accordance with the Wool Products Labeling Act of 1939, whichever applies to product; that reasonable and representative tests of the merchandise show that the merchandise is not so highly flammable as to be dangerous when worn by individuals and otherwise conforms with all laws, regulations and rulings of the United States Department of Commerce and the United States Departments and Bureaus having jurisdiction there over . The Seller agrees to affix to its invoices covering of the delivery of merchandise all certificates which are reasonable required to evidence the Seller's compliance with the foregoing.

4.) Upon our request, you shall immediately submit, without expense to us, the merchandise ordered herein for testing to laboratories designated by us. Our right to make such request shall be in addition to, and not in limitation of any rights we may have by law to examine such merchandise. Regardless of the results of such tests or examinations, our acceptance of any merchandise so tested or examined shall not be deemed a waiver of any specifications or warranty expressed herein or implied by law; shall our failure or refusal to make such tests or any other examination be deemed such a waiver for all said warranties which survive inspection, tests, acceptance, and use.

5.) Failure to follow the purchaser's routing instructions and to make delivery within the time specified on the contract shall be considered as the Seller's agreement to pay increased transportation and delivery costs as well as other losses and damages incurred by reason of the Seller's failure to comply.

6.) The prices stated herein shall not be increased nor shall the terms and conditions thereof be changed without the Purchaser's consent in writing.

7.) Neither this contract or any right arising hereunder, or in connection herewith, shall be assignable by the Seller without the Purchaser's consent in writing and the contract shall be binding upon the Seller, successors and assigns.

8.) Should the Purchaser waive the failure by the Seller to comply with any one or more of the terms, conditions or warranties, expressed or implied, of this contract or any part hereof, same shall not constitute a waiver of or excuse for non-performance as to any other part of this or any other order.

9.) All merchandise shipped under this order shall bear the same single number as that stated in this order and in Seller's invoice.

10.) THE SELLER SHALL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS AGENTS, EMPLOYEES AND CUSTOMERS FROM AND AGAINST ALL LOSS, DAMAGE LIABILITY OR OTHER EXPENSES RELATING TO OR ARISING FROM ANY AND ALL CLAIMS BASED UPON DEFECT IN THE MERCHANDISE OR BASED ON ANY ALLEGATION THAT THE MERCHANDISE IS NOT FIT OR SAFE FOR CONSUMER USE.

11.) Seller agrees not to assign any rights or to delegate any duties which Seller may have under this order in whole or in part, except the right to receive payment for merchandise shipped to Purchaser in accordance herewith. Any assignment or delegation, in violation of the foregoing, whether by operation of law or otherwise, is void and not binding on Purchaser in any way unless Purchaser prior written consent, executed by a duly authorized office of this Purchaser, shall have been obtained by Seller. No such assignment or delegation (including an assignment of the right to receive payment for merchandise shipped to us), with or without notice, shall bar Purchaser, from asserting against Seller or the transferee of both Transferee and Seller any claim Purchaser may have against Seller whether or not arising out of this order and whether or not accrued at the time of assignment or delegation. Any adjustments made with Seller shall be binding upon the assignee or delegatee. In the event that any assignment or delegation is made by Seller in violation of the foregoing, in addition to such other rights and remedies which Purchaser may have hereunder by law, Purchaser reserves the right to cancel the undelivered balance of this order.

12.) Vendor must certify that merchandise was produced in factories approved for Human Rights by PVH Corp. Failure to submit certification will result in rejection of the shipment.

PURCHASE ORDER – INTRODUCTION

The vendor will receive the original purchase order from our buying offices when the costs, quantities and timing have been confirmed by both parties.

Purchase orders will be transmitted by an EDI 850 file

OR

A pdf file of the purchase order will be emailed to the vendor. The following documents will be included:

- Purchase Order
- Pre-pack Report (if applicable)
- Vendor Marking Package (if applicable) should be received 45 days before ex-factory date. **If vendor marking package is not received within this time frame please contact buyer/merchandiser. It is the vendor's responsibility to confirm vendor marking is received.**

Vendor Marking Package may contain some or all of the following (for vendors non-EDI vendors only):

- Price tickets
- Inner pack bar-coded labels
- Bar Coded Carton labels

The Vendor may be sent:

- Pack & Ship Report
- PVH Corp. Pack & Ship Report



PVH Corp.

Domestic Vendor Manual

Purchase Orders

BULK PURCHASE ORDER EXAMPLE (page 1 of 2)

PVH Corp.

RETAIL DIVISION PURCHASE ORDER

PO# RTOS12345	Page 1 REVISION 01	Ship VIA: /REL	Terms: 3%30			
Order Date: 03/10/14	Anticipate Date: 04/04/14	Ship On: 03/21/14	Cancel After: 03/28/14			
Vendor: ABC Vendor 1 Vendor Drive NY, NY 12345	00078	Bill To: VAN HEUSEN 3.1	ATTN:			
Comments:	Ship To: DC501 # 00501 1000 PVH QUALITY WAY INTERSECTION 177 & RTE 67 JONESVILLE, NC 28642 USA					
STYLE	IPMS NUMBER	SKU	RETAIL	COST	SIZE	QUANTITY
VH247VH100	COLLAR STAY PLASTIC	WHITE	SUIT ACCESSORIES			
	1327-00078-0247-100-0000	00446960700121	18.00	3.0000	NO SIZE	80
VH249VH720	COLLAR STAY METAL	BRASS	SUIT ACCESSORIES			
	1327-00078-0249-249-0000	00446960800111	25.00	4.0000	NO SIZE	60
VH292VH007	EXTENDER 2 PC PACK	SILVER	SUIT ACCESSORIES			
	1327-00078-0292-040-0000	00446960900101	18.00	2.0000	NO SIZE	268
VH574VH999	PATTERN COTTON HANKIES	MULTI	SUIT ACCESSORIES			
	1327-00078-0574-076-0000	00446959400179	25.00	4.0000	NO SIZE	108
VH554VH100	WHITE COTTON HANKIES	WHITE	SUIT ACCESSORIES			
	1327-00078-0554-100-0000	00446959300189	25.00	4.0000	NO SIZE	144
VH853VH001	HOUNDSTOOTH PKT SQUARES	BLACK	SUIT ACCESSORIES			
	1327-00078-0853-001-0000	00446960600131	25.00	4.5000	NO SIZE	42
VH853VH530	HOUNDSTOOTH PKT SQUARES	PURPLE	SUIT ACCESSORIES			
	1327-00078-0853-500-0000	00446960500141	25.00	4.5000	NO SIZE	20
VH855VH001	POLKA DOT PKT SQUARES	BLACK	SUIT ACCESSORIES			
	1327-00078-0855-001-0000	00446960400151	25.00	4.5000	NO SIZE	44
VH855VH410	POLKA DOT PKT SQUARES	NAVY	SUIT ACCESSORIES			
	1327-00078-0855-410-0000	00446960300161	25.00	4.5000	NO SIZE	46
VH860VH100	WHITE POCKET SQUARE SOLID WHITE		SUIT ACCESSORIES			
	1327-00078-0860-100-0000	00446959600159	25.00	4.5000	NO SIZE	56
VH860VH450	LT BL POCKET SQUARE SOLID LIGHT BLUE		SUIT ACCESSORIES			
	1327-00078-0860-458-0000	00446959700149	25.00	4.5000	NO SIZE	36
VH860VH580	PURPL POCKET SQUARE SOLID PURPLE		SUIT ACCESSORIES			
	1327-00078-0860-500-0000	00446959900129	25.00	4.5000	NO SIZE	32
VH860VH600	RED POCKET SQUARE SOLID RED		SUIT ACCESSORIES			
	1327-00078-0860-600-0000	00446960000191	25.00	4.5000	NO SIZE	76

VENDOR COPY

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PVH Corp.

Domestic Vendor Manual

Purchase Orders

BULK PURCHASE ORDER EXAMPLE (page 2 OF 2)

PVH Corp.
RETAIL DIVISION PURCHASE ORDER

PO#	Page 2 REVISION 01		Ship VIA: /REL				
RTOS12345			Terms: 3%30				
STYLE	IPMS NUMBER	SKU	RETAIL	COST	SIZE	QUANTITY	
2370	DOBB KIT BLACK	BLACK					
	1399-00078-2370-001-0000	00446012300163	30.00	5.0000	NO SIZE	420	MENS MESSENGER/DUFFLE BAG CONT'D
240VH	LEATHERLIKE MESSENGER BAG BLACK						
	1399-00078-5243-001-0000	00466100200236	99.00	16.0000	NO SIZE	88	MENS MESSENGER/DUFFLE BAG
240VH	LEATHERLIKE MESSENGER BAG BROWN						
	1399-00078-5243-200-0000	00466100400216	99.00	16.0000	NO SIZE	52	MENS MESSENGER/DUFFLE BAG
228VH001	SUPENDER CLIP	BLACK					
	1359-00078-0228-001-0000	00468195800254	35.00	5.0000	NO SIZE	128	SUIT ACCESSORIES
241VH	WORK TOTE	BLACK					
	1399-00078-0241-001-0000	00469389900224	139.00	25.0000	NO SIZE	62	MENS MESSENGER/DUFFLE BAG
S1VH003	GRY/BLK VARG STRP	GREY					
	1359-00078-1003-020-0000	00471691700119	35.00	5.0000	NO SIZE	50	SUIT ACCESSORIES
S7VH445	NAVY/TURQ OFF CTR PINSTRIP BLUE						
	1359-00078-7445-400-0000	00471691800109	35.00	5.0000	NO SIZE	58	400 SUIT ACCESSORIES
S4VH640	GRY/BLK/WINE STRIPE	BLACK					
	1359-00078-4640-001-0000	00471691900199	35.00	5.0000	NO SIZE	74	SUIT ACCESSORIES
S8VH001	BLACK/WHITE PINDOT SUSPEN BLACK						
	1359-00078-8001-001-0000	00471773400104	35.00	5.0000	NO SIZE	96	SUIT ACCESSORIES

Total Units: 2,040
 Total Cost: 11,528.00
 Total Retail: 72,152.00

*** VENDOR MUST CERTIFY MERCHANDISE WAS PRODUCED IN FACTORIES APPROVED FOR HUMAN RIGHTS BY PVH. ***
 *** PVH HAS THE RIGHT TO REJECT SHIPMENT IF THIS REQUIREMENT IS NOT MET. ***
 *** TERMS AND CONDITIONS OF PURCHASE PURSUANT TO SUPPLIER PARTNERSHIP MANUAL IS MADE PART OF THIS ***
 *** PURCHASE ORDER. SUPPLIER PARTNERSHIP MANUAL AVAILABLE AT WWW.PVHLOGISTICS.COM ***

Purchaser: _____

Countersigned: _____

VENDOR COPY



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Domestic Vendor Manual

Purchase Orders

PREPACK ORDER EXAMPLE

PVH Corp. RETAIL DIVISION PURCHASE ORDER						
PO# RTOS27662 Page 1 REVISION 01			Ship VIA: Terms: NET 30			
Order Date: 03/31/14	Anticipate Date: 08/11/14	Ship On: 07/28/14	Cancel After: 08/04/14			
Vendor: ABC Vendor 1 Vendor Drive NY, NY 12345	21572	Bill To: VAN HEUSEN 3.1	ATTN:			
Comments:		Ship To: DC501 # 00501 1000 PVH QUALITY WAY INTERSECTION 177 & RTE 67 JONESVILLE, NC 28642 USA				
STYLE	IPMS NUMBER	SKU	RETAIL	COST	SIZE	QUANTITY
MDX2624F	TOTE W/BUCKLE	PREPACK 1	SPRING HANDBAGS			
UNITS ARE IN PACK	3514-21572-2624-901-0004	00475089700309	356.00	61.0000	4 PC PACK	341 PK
DEFINITION FOR SET: 3514-21572-2624-901-0004						
COMP STYLE	QTY	COMPONENT ITEM	DESC	COLOR	SIZE	
MDX2624F	2	3514-21572-2624-001-0000	HANDBAGS	BLACK	NO SIZE	
MDX2624F	2	3514-21572-2624-240-0000	HANDBAGS	CAMEL	NO SIZE	
	4	**TOTAL COMPONENT UNITS FOR 1 SET**				
REFERENCE BLOCKOUT NO. 0000001364 PRESPLIT MARKUP .819						
Total Units:	341					
Total Cost:	20,801.00					
Total Retail:	121,396.00 PVH VENDOR# 7137119					
*** VENDOR MUST CERTIFY MERCHANDISE WAS PRODUCED IN FACTORIES APPROVED FOR HUMAN RIGHTS BY PVH. ***						
*** PVH HAS THE RIGHT TO REJECT SHIPMENT IF THIS REQUIREMENT IS NOT MET. ***						
*** TERMS AND CONDITIONS OF PURCHASE PURSUANT TO SUPPLIER PARTNERSHIP MANUAL IS MADE PART OF THIS ***						
*** PURCHASE ORDER. SUPPLIER PARTNERSHIP MANUAL AVAILABLE AT WWW.PVHLOGISTICS.COM ***						
Purchaser: _____			Countersigned: _____			
BUYER COPY						



PURCHASE ORDER PREPACK REPORT

Merchandise ordered in Pre-pack sets will be accompanied by a Pre-pack Report. This report details the component items (by color, size, and quantity) within the Pre-pack.

VAN HEUSEN 3.1
REPORT-PO360AR

*** PREPACK REPORT ***
PURCHASE ORDER RTOS1234

10.58 6/11/14
LDUG ON LDU PAGE 1

ABC Vendor
1 Vendor Drive
NY, NY 12345

21572 REVISION-01
ORDERED 3/31/14
ANTICIPATE.. 8/11/14
CANCEL AFTER 8/04/14
TERMS... NET 30

SHIP PACKS AS DESCRIBED BELOW

PREPACK ITEM VEND STYLE	DESCRIPTION	PACK COST	PACK RETAIL	ORDER QUANTITY		
MDX2624F 00475089700309	TOTE W/BUCKLE 3514-21572-2624-901-0004 BLACK 4 PC PACK	\$61.0000	\$356.00	341		
COMPONENT ITEMS VEND STYLE	ITEM SKU	DESCRIPTION	UNIT COST	UNIT RETAIL	PACK QUANTITY	UNIT QUANTITY
MDX2624F	00475089400254	TOTE W/BUCKLE UPDATE 3514-21572-2624-001-0000 BLACK NO SIZE	\$15.2500	\$89.00	2	682
MDX2624F	00475089600234	TOTE W/BUCKLE UPDATE 3514-21572-2624-240-0000 CAMEL NO SIZE	\$15.2499	\$89.00	2	682
* PREPACK UNIT TOTALS *						1364

