



A Vince Operating Company

TERMS AND CONDITIONS

By signing below, you (the party identified in the signature line below) (“you” or “Seller”) agree to be bound by V Opco, LLC’s (the “Company”) Terms and Conditions as described herein. You further acknowledge and agree that it is your responsibility to request, obtain, understand and seek clarification of any information and/or requirement contained herein.

ADDITIONAL REQUIREMENTS

Additional requirements may be published at the following web page:

<http://VinceSupplierPortal.Vince.com>

These requirements include but are not limited to:

- a. Customs and Import Documentation
- b. Logistics
- c. UPC Label and Packaging requirements
- d. Distribution Center Chargebacks
- e. Billing Instructions

It is the responsibility of SELLER to request, obtain, understand, and seek clarification of any information and/or requirement.

C-TPAT (Customs-Trade Partnership Against Terrorism)

Compliance with C-TPAT security standards is required for any vendor/factory selling and shipping or otherwise doing business with the Company.

Vendors and factories must comply with the C-TPAT security requirements set forth in the Company’s Social Responsibility Factory Guide.

It is the responsibility of SELLER to request, obtain, understand, and seek clarification of the Company’s Social Responsibility Factory Guide, if needed.

CODE OF CONDUCT

It is the desire of V Opco, LLC (the “Company” or “we”), to not only be a good citizen of the United States, but also to conduct business in an ethical and moral manner in all of the countries of the world in which we have the privilege to do business.

As the scope and breadth of the Company’s sourcing and customer base expands to include more diverse cultures, we must ensure that the business people and companies with which we associate have the same values that we expect from our own employees. To achieve this end, the Company subscribes, and we endeavor to have our business partners subscribe, to the following principles in conducting business.

All of the Company’s business partners should be familiar with the Company’s Code of Conduct, as it may be updated from time to time. At the election of the Company, this Code of Conduct may be available online at <http://VinceSupplierPortal.Vince.com> or through the Company’s other business portals. The Company may occasionally update this Code of Conduct, and the Company reserves the right to update and make changes to this Code of Conduct at any time, with or without



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notice. If the Company does update this Code of Conduct, the Company will reflect the date of such update at the top of the Code of Conduct. It is the responsibility of each of our business partners to monitor and comply with the Company's Code of Conduct, as may be updated, and we encourage our business partners to periodically review the Company Code of Conduct online or by direct request to one of the Company's representatives to stay informed about any updates to the Code of Conduct.

Ethical Standards: We endeavor to respect the ethical and moral standards and beliefs of all peoples and cultures with whom we deal. We in turn expect our business partners to respect our rules and procedures.

Legal Requirements: We expect our employees and business partners to abide by the laws of the countries in which we conduct business. We also expect that international law related to the conduct of business between Nations be followed at all times.

Health and Safety: We strive to have a safe and healthy working environment in all the facilities where we have employees or operations. We also expect that any business partners to whom we provide work will endeavor to provide a safe/healthy environment for the employees in the workplace, and also in the living facilities provided to the workers, should such facilities be provided.

Environmental Safekeeping: We understand that the environment in which we live is ours to maintain and protect. We subscribe to manufacturing practices that ensure the safekeeping of our natural resources and ecological surroundings and expect our business partners to also adhere to these principles.

Wages and Benefits: The wage and benefit structure of our business partners must comply with the applicable Country or State laws and the Company's minimum standards.

Working Hours: We expect our business partners to operate based on prevailing local work hours. Any time worked over the norm for the area should be compensated at the overtime rate as prescribed by the local labor laws and should be worked voluntarily. Subject to the requirements of local law, a regularly scheduled workweek including overtime should not exceed sixty (60) hours (except in extraordinary business circumstances). All employees are entitled to at least one day off in every seven-day period.

Child Labor: The use of child labor is not permissible. For a definition of "child", we will first look to the national laws of the country in which business is being conducted. If, however, the laws of that country do not provide such a definition or if the definition includes individuals below the age of 15, we will define "child", for purposes of determining use of illegal child labor, as anyone who is:

- (a) less than 15 (or 14 where the law of that country permits); or
- (b) younger than the compulsory age to be in school in the country in which business is being conducted, if that age is higher than 15.

Prison/Forced Labor: We will not knowingly utilize, or purchase materials and/or product manufactured by prisons or forced labor – indentured, bonded or otherwise. We also do not



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condone the practice of involuntary employee “deposits,” withholding of identity papers or any other practice that would restrict free movement of employees.

Discrimination: We recognize and are aware that cultural differences will exist between various peoples. However, we believe that people should be employed based on their ability to perform a needed function, not on the basis of personal beliefs or characteristics.

Freedom of Association: We recognize and respect the right of employees to exercise their lawful rights of free association, including joining or not joining any association. We expect our business partners to also adhere to these principles.

Disciplinary Practices: We will not condone any type of harassment, abuse, corporal, mental or physical punishment by a business partner or an employee.

FABRIC AND GARMENT TESTING MANUAL

All fabrics and garments are to comply with the Company’s Fabric and Garment Testing Manual. Copies can be obtained from BUYER upon request.

It is the responsibility of SELLER to request, obtain, understand and seek clarification of the manual or its contents.

LETTER OF CREDIT POLICY

The Company does not use Letters of Credit as part of the purchase process.

POLICY ON PRODUCTION PLACEMENT AND SUBCONTRACTING

IT IS ESSENTIAL THAT THE COMPLIANCE STATUS OF FACTORIES PRODUCING FOR THE COMPANY BE PROPERLY EVALUATED AND DETERMINED TO BE ACCEPTABLE BEFORE ANY PRODUCTION ACTIVITY BEGINS.

There are several key compliance guidelines that must be followed:

- a. The Company requires its outside contractors/factories supplying finished goods to be audited within the Company’s social responsibility program or to be WRAP certified.
- b. The Company will only use manufacturing facilities that are in compliance with the Company’s Code of Conduct (WRAP certified factories are considered to have met the Company’s Code of Conduct).
- c. New factories must satisfy compliance requirements in order to become a approved supplier by the Company.
- d. New factories must be successfully audited prior to starting any work, including pre-production activities.
- e. Suppliers/factories are not allowed to move or transfer any of the Company’s production without first notifying and receiving permission from the Company. Any proposed factory must meet the requirements of (a) through (d) above before becoming a new supplier and starting any work.
- f. The factory of production must be the actual facility listed in the factory field on the purchase order.



Specific steps in the application of the above guidelines are as follows:

The Company's Policy to Activate a New Factory

1. The Company's personnel or agent personnel must complete physical pre-source compliance audit and vendor profile verification.
2. If the Company decides to use a factory, the factory must receive the Company's social compliance and C-TPAT requirements and indicate acceptance of requirements. This process will occur as part of the Company's Supplier Database enrollment process. Orders cannot be given to a factory without the factory's acceptance of compliance and C-TPAT agreements and the successful completion of a 3rd party audit.
3. As soon as compliance requirements are accepted, the Company will schedule a Social Compliance/C-TPAT audit with the Company's approved 3rd party monitor.
4. Purchase Orders, cutting tickets, buy plans or any other document that may be interpreted as permission to start production cannot be issued to a factory until a 3rd party audit has been conducted, a compliance manager from the Company has reviewed audit results, and satisfactory compliance status of the factory has been determined.
5. Production cannot begin until any necessary Corrective Action Plan (CAP) has been agreed upon by factory and accepted by the Company.

Subcontracting

The Company's policy on subcontracting is set forth in the terms and conditions of the Company's purchase orders and buying agent agreements.

Violation of the subcontracting policy may result in monetary penalties and/or termination as a Supplier of the Company.

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions govern purchase orders issued by the Company. Hard copy versions and translations are available upon written request.

Acceptance and Acknowledgement:

This Purchase Order constitutes an offer by the Company, (hereinafter referred to as "BUYER" for these Purchase Order Terms and Conditions) for acceptance by SELLER upon the terms and conditions, and subject to instructions and specifications shown or referred to, which are the complete agreement between BUYER and SELLER. This Purchase Order will be considered accepted by SELLER upon BUYER'S receipt of any reasonable form of confirmation from SELLER, whether received by telephone, mail, fax or electronic transmission or upon performance of any part of this Purchase Order by SELLER. BUYER expressly objects to any different or additional terms in any confirmation communication from SELLER.

Contract:

Once accepted by SELLER, this Purchase Order constitutes the entire agreement between SELLER and BUYER with respect to the subject matter and is the exclusive statement of the terms of such agreement, which supersedes any other oral or written arrangements, representations or communications between SELLER and BUYER.

BUYER will not accept or be responsible for goods or services delivered or performed in variance of

the terms, conditions, deliveries, prices, quality, quantity or specifications of this Purchase Order. This Purchase Order is governed by Incoterms 2010.

Delivery Schedules and Quantities:

A.) Deliveries must be in quantities (within +/-3% of specified amount) and at times specified on the face of this Purchase Order, or on written release schedules furnished against this Purchase Order. Delivery of the merchandise ordered herein shall not be deemed to have been made to BUYER, and no liability shall be imposed upon or assumed by BUYER, until and unless the merchandise ordered herein:

- (i) is in precise conformity with the specification of this Purchase Order, including but not limited to, the specifications relating to kind, quality, quantity, assortment, labeling and packaging; and
- (ii) shall have been physically received by BUYER at the time and at the location designated in this Purchase Order for such delivery; and
- (iii) shall have been fully inspected and affirmatively accepted by BUYER.

B.) BUYER shall have no liability for payment for any merchandise lost, damaged, delayed or destroyed while in the possession or custody of SELLER, or its agents, servants, or employees or any carrier (whether or not designated by BUYER) or while in transit. If terms require prepayment of freight charges, and shipment is made "Collect", BUYER reserves the right to reject the same or deduct the shipping charges from the purchase price. Should SELLER at any time have reason to believe that deliveries shall not be made as scheduled, written notice setting forth the fact and extent of the anticipated delay and its cause must be given immediately to BUYER. All costs, including, without limit, telephone, electronic transmission, air freight charges, increased freight charges for expedited delivery or similar charges necessary to expedite or secure delivery by the delivery dates shown on the face of this Purchase Order, shall be at SELLER'S sole cost and expense.

In the event delivery is not received on or before the specified date of delivery, such delivery shall be considered a late delivery and BUYER has the right to consider the order or that portion of it not timely delivered, cancelled.

In the event BUYER has pre-paid all or a portion of the purchase price for the goods not timely delivered and such delivery is considered cancelled, SELLER shall immediately refund to BUYER all monies pre- paid.

C.) All shipments in excess of acceptable variance are made at SELLER'S sole risk and responsibility. BUYER reserves the right to reject or return quantities in excess of the quantity ordered, and such returns shall be at SELLER'S sole expense. If SELLER delivers an excess or a shortage of one of the colors or patterns ordered, BUYER has the right to return to SELLER, at SELLER'S expense, the whole order, or any part thereof. If BUYER fails to furnish assortment within the time specified, the SELLER must give BUYER fourteen (14) days written notice to assort.

D.) BUYER may from time to time, in its sole discretion, delay delivery schedules or direct temporary suspension of scheduled shipments without incurring any liability to SELLER.

Prices:

SELLER represents and warrants to BUYER that the prices for the products and/or services



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provided hereunder are the lowest prices for which SELLER has sold or is selling such products and/or services, taking into account any differences in quantities, schedule and other material items.

Documentation:

Unless otherwise specifically agreed to in writing, the SELLER shall be responsible for timely procuring and providing to BUYER all necessary export/import licenses, certificates of origin, visas, documentation, forms, statements and information appropriate and/or necessary for exportation from the exporting territory, importation into and full release for consumption into the customs territory of the United States or other importing territory. Invoices prepared in accordance with the general and specific requirements of U.S. Customs import territory must accompany all shipments. Each invoice must contain a detailed description of the merchandise in English as well as quantities in square meters, kilograms, units, pairs, dozens, or such other units of quantity as may be required by the import territory. Descriptions of fabric must include, where applicable, fiber composition, fabric construction, yarn number, finishing processes and other information necessary for classification under the HTSUS. Descriptions of garments must show the style number, the gender of the wearer, the common and commercial designation of the garments, the sizes of the garments, the construction and fiber composition of the fabric incorporated in the garments, the area of the body covered by the garments and the HTSUS number provided by BUYER. In the event U.S. Customs detains merchandise in order to verify the claimed country of origin, SELLER will promptly furnish to BUYER original copies of all raw materials purchasing, transportation, customs clearance, payroll, production, shipping and other records requested by U.S. Customs to confirm origin. Failure to provide such documentation as required will entitle BUYER, at its discretion and without prejudice, to withhold payment to the SELLER and shall entitle BUYER to actual and consequential damages and attorneys' fees in connection with any such breach.

Personnel Practices:

The provisions of Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity), 38 USC 2012 (Vietnam Era Veterans Readjustment Assistance Act of 1974), Section 503 and 504 of the Rehabilitation Act of 1973 (Handicapped Regulations), and the implementing regulations found at 41 CFR 60-1&2, and CFR 60-250, and 41 CFR 68-741, respectively are hereby incorporated by reference.

Patents, Trademarks, Trade Names and Copyrights:

SELLER warrants that the goods purchased do not infringe any letters patent, trademark, tradename or copyright registered or used in the United States and covenants and agrees to reimburse BUYER, its customers and users for any costs, losses or other damages incurred due to infringement claims relating to the purchase, sale, or use of the goods that are the subject of this Purchase Order. Any patents, trademarks or trade names furnished by BUYER to SELLER shall be used solely in connection with the articles, merchandise, and services described in this Purchase Order.

Invoices, Terms of Payment:

SELLER shall deliver all invoices to BUYER, by method acceptable to BUYER, referencing each invoice against the BUYER'S Purchase Order number. All copies of invoices shall contain unit and total prices and must match the details provided on the Commercial Invoice that accompanied the

shipment, unless a written agreement has been made to change these details. Individual invoices shall be supplied for each Purchase Order. BUYER'S Purchase Order number and SELLER'S packing slip number, also item quantity number, and vendor code number must appear on all invoices, packing slips and bills of lading. Invoices shall be priced using the same unit of measure, or multiples thereof, as set forth in the quantity column on the Purchase Order. The last invoice pertaining to this order shall be marked "Complete Order". All discounts, prices and charges shall be itemized separately. All taxes and transportation, if applicable, shall be shown separately. If the method of payment is by letter of credit, appropriate copies of the bill of lading or other shipping receipts for each shipment along with the invoice shall be promptly forwarded to the necessary parties by SELLER as outlined in the letter of credit, or other instructions provided by BUYER, pertaining to the shipment. Copies of the freight bills on prepaid shipments shall also be attached to the invoice. If the means of payment is other than by letter of credit, SELLER'S invoice will provide for payment by BUYER according to SELLER'S customary terms. Checks, payments, or remittances tendered to SELLER must be applied by SELLER only as against the specific invoice for which payment is being tendered.

Presumptions:

SELLER shall be conclusively presumed to have waived SELLER'S right to receive payment for the goods or services covered by any Purchase Order if SELLER has not submitted an invoice for the goods or services within one (1) year of the date of the Purchase Order. SELLER'S submission of an invoice shall give rise to a presumption that the charges are the full amount SELLER is due for the goods or services listed on or referred to in the invoice. If a supplemental invoice and supporting documentation are not furnished within (a) one (1) year after the delivery date of the goods or services, or (b) three (3) months after the date of submission of the original invoice, any claim by SELLER for underpayment shall be conclusively presumed waived.

Additional Duties:

If additional duties, fees, quotas or other restrictions are imposed on the merchandise that is the subject of this Purchase Order by the government of the United States, due to negligence or fraud on the part of the SELLER, beyond those which exist on the date of this agreement, this contract at the option of BUYER may be voided or cancelled in whole or in part.

Local Customs:

Any customs or usages of the localities or of the trade shall not change the express provisions or conditions of this contract.

Inspection:

All goods or materials shall be received subject to BUYER'S inspection and rejection after receipt at destination. Defective goods or materials not in accordance with BUYER specifications will be held at SELLER'S risk and will be returned at SELLER'S expense. No goods or materials returned as defective shall be replaced without a new purchase order from BUYER. Payment prior to inspection of goods or material shipped under this agreement shall not constitute an acceptance thereof. If goods, materials, supplies or work performed by SELLER is found to be defective, BUYER shall have the right to require the prompt correction thereof, if practicable, by SELLER at SELLER'S expense and risk. Alternatively, BUYER may correct such goods or materials and may back charge to SELLER the excess cost occasioned to BUYER thereby. Goods and materials furnished under this Purchase Order may be sampled and inspected under normal acceptance quality levels established by

BUYER. If any portion or all of any shipment which BUYER inspects is not in accordance with specifications furnished to SELLER, BUYER reserves the right to return the entire shipment and cancel unfilled balances due on this Purchase Order, without any cost to BUYER. SELLER shall pay BUYER on demand for all charges for storage of such rejected merchandise, whether stored at BUYER'S premises or elsewhere, and SELLER shall pay and reimburse BUYER for the cost of returning said rejected merchandise and for any and all other costs and expenses incurred by BUYER in connection with such merchandise. BUYER shall have the right to return such rejected merchandise by any means BUYER deems suitable and to cause the return charges to be collected from SELLER. SELLER shall refund to BUYER on demand any and all monies which have been paid by BUYER to SELLER for such rejected merchandise. Where physical characteristics and/or analysis are specified SELLER guarantees that all goods and materials furnished conform thereto free from impurities, either enclosed, in mixture, adhering or attached. The cost of material determined to be defective during BUYER'S subsequent manufacture may be charged back to SELLER together with labor and applicable overhead costs incurred by BUYER to the point of discovery of such defect.

Quality Control:

SELLER is to work within and adhere to specifications set forth in this Purchase Order or otherwise furnished to SELLER, and shall make such tests as are specified. No change in specifications will be permissible unless confirmed by BUYER in writing. All specifications provided to SELLER or referred to shall be deemed to be part of this Purchase Order. No omission in the specifications shall relieve the SELLER of its obligation to perform fully all work required hereunder, or to deliver the goods and materials complete in all respects.

Labeling, Packaging, Packing:

Unless otherwise specified, prices include containers, labeling, packaging, packing, cartage and all duties, etc., necessary to provide safe transportation by common or international carrier at the lowest rate, in the specified manner. Goods must be prepared for shipment in accordance with the Packing Requirements of the Uniform Freight Classification, or National Motor Freight Classification. Exceptions to the classification, or the tariff expense accruing because of improper packing, labeling, or routing will accrue to the expense of the SELLER. BUYER is not responsible for containers or other packing material, the property of the SELLER, for which SELLER makes a charge if not returned, unless all returnable articles are clearly identified and charged at actual value (date of shipment) on packing lists and invoices. Unless otherwise specified on the Purchase Order, such materials shall be returned F.O.B. BUYER facility, transportation collect, and full credit shall be allowed.

Transportation / Premium Transportation:

Unless otherwise specified, BUYER'S responsibility for any material begins only with delivery to or by the carrier at the foreign origin point, or destination delivery point designated on the Purchase Order, in accordance with Incoterms 2010. SELLER shall describe material on bill of lading or other shipping receipt and route shipment in accordance with instructions issued by BUYER. SELLER must ship according to BUYER instructions using carrier specified by BUYER. Should SELLER require a means of transportation other than that selected by BUYER any extra cost incurred by reason of such other means shall be paid by SELLER. Charges and/or allowances are to be itemized as separate items on the applicable invoice and supported by copies of freight bills. Should SELLER fail to make deliveries as scheduled on this Purchase Order, or delivery schedules issued against

this Purchase Order, SELLER at BUYER'S direction shall forward all delayed goods by air with corrected Commercial Invoice to reflect late shipment discount agreed upon in writing prior to shipment. In the event BUYER approves late or expedited delivery of goods, SELLER agrees to a late shipment discount applied to the FOB value to be agreed upon in writing PRIOR TO shipment of the goods.

Provided, however, that the provisions of this paragraph shall not exclude any other legal rights BUYER may have against SELLER, BUYER shall not honor excess transportation caused by partial shipments (other than as scheduled) or back orders. No charge shall be made by SELLER for insurance, drayage, or storage unless otherwise stated and itemized herein. Unless otherwise specified herein, SELLER shall properly mark each package with BUYER'S Purchase Order number, factory, plant and/or dock number and where multiple packages comprise a single shipment each package shall also be consecutively numbered. BUYER'S Purchase Order number and package number shall be shown on packing slips, bills of lading, and invoices. Packing slips must accompany each shipment and each container is to have a separate packing slip.

Guarantees And Warranty:

SELLER warrants, represents and agrees as follows:

(A) SELLER expressly warrants that all the goods, materials and/or services supplied under this Purchase Order will conform to the specifications, drawings, samples or other description furnished or specified in writing by BUYER and will be merchantable, of good quality material and workmanship, free from defect and fit for such particular purpose and uses, if any, specified by BUYER or otherwise known to SELLER. SELLER expressly warrants that all of the merchandise covered by this Purchase Order which is the product of SELLER or is in accordance with SELLER'S specifications, will be merchantable, of good material and workmanship, free from defect and fit for such particular purpose and uses, if any, specified by BUYER or otherwise known to SELLER. SELLER expressly warrants that all of the merchandise covered by this Purchase Order will be of first quality, new, unused, and free from any security interest or lien or other encumbrance, and will conform with all applicable U.S. and non-U.S. federal, state and local laws, ordinances, orders, standards, rules and regulations. Such warranty shall survive acceptance of any merchandise hereunder and SELLER shall bear the cost of inspecting merchandise rejected. Without limitation of any rights which BUYER may have at law by reason of any breach of warranty, goods which are not warranted shall be returned at SELLER'S expense for credit.

(B) That any visa accompanying wearing apparel exported to BUYER is in the form required by the applicable Bilateral Textile Agreement between the United States and the exporting territory, and any amendments thereto, and that any textile quota category reflected thereon accurately describes the exported merchandise as instructed by the BUYER. Any denial of entry by the United States Customs Service due to improper visa, lack of visa, or the failure of a visa to accurately reflect the applicable quota category or categories shall constitute a breach of this Agreement by the SELLER with respect to that merchandise, and BUYER shall be entitled, at its discretion and without prejudice, to withhold payment to the SELLER and to actual and consequential damages and attorneys' fees in connection with such breach including any penalties or liquidated damages assessed by or paid to the Customs and Border Protection (CBP).

(C) The genuine and true origin of its products and that the country of origin declaration(s)

accompanying each shipment accurately describes(s) the true origin of each shipment. In the event the United States Customs Service denies entry or assesses any claim for penalty or liquidated damages on the grounds of an incorrect origin or incorrect origin declaration, BUYER shall be entitled, at its discretion and without prejudice, to withhold payment to the SELLER and to actual and consequential damages, attorneys' fees in connection with such a breach, including any penalties or liquidated damages assessed by or paid to the Customs and Border Protection.

(D) That the merchandise shipped pursuant to this Agreement is not misbranded or falsely advertised, and complies with all United States laws, rules, regulations and requirements, including but not limited to the country of origin marking requirements of Section 304 of the Tariff Act of 1930, as amended, the Wool Products Labeling Act, Textile Fiber Products Identification Act, the Lanham Act, Hazardous Substances Labeling Act, Flammable Fabrics Act, Food, Drug and Cosmetics Act, Federal Trade Commission Act, including the care labeling regulations issued pursuant thereto, FTC Guidelines, Trade Practice Rules and Regulations and all amendments thereto. Any such violation determined by the United States Government shall constitute a breach of this agreement by the SELLER, entitling BUYER, at its discretion and without prejudice, to withhold payment to the SELLER and to actual and consequential damages, and attorneys' fees in connection with such breach, including any penalties or liquidated damages assessed by or paid to any U.S. government agency.

(E) That any merchandise represented or ordered as merchandise eligible for duty or quota preferences under U.S. laws relative to all applicable international trade or preference agreements does qualify. SELLER guarantees, represents and warrants that any merchandise represented as eligible does qualify in all respects for such preferential treatment, and that all records and certifications necessary to support such preferential treatment are available and will be furnished to BUYER as required or upon request. If U.S. Customs determines that the merchandise is not eligible for such preferential treatment, BUYER shall be entitled, at its discretion and without prejudice, to withhold payment to the SELLER, and to recover actual and consequential damages and attorneys' fees in connection with such breach, including reimbursement or indemnification for any penalties or liquidated damages assessed by or paid to U.S. Customs and Border Protection.

(F) That each of its invoices shall clearly indicate and certify that reasonable and representative tests have been conducted according to the procedures prescribed by the Flammable Fabrics Act and said tests results show that fabrics subject to that Act covered by and in the form delivered under this contract, are not, under the provisions of said Act, so highly flammable as to be dangerous when worn by individuals.

(G) That SELLER has a general duty to comply with all levels of government authority and provisions and all merchandise and services furnished to BUYER will comply with and be manufactured, priced, sold, and labeled in compliance with all applicable international, federal, state, and local laws, rules, ordinances, regulations, codes, and orders of the United States, including without limitation, environmental protection, labor, consumer product safety, agricultural, food and drug, and intellectual property laws, and applicable industry codes and standards.

Product Recall:

SELLER warrants and agrees that if at any time goods purchased from SELLER are the subject of or involved in a product ban or product recall requested by, approved by or required by a government



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agency acting under applicable Federal, State or local laws or regulations, SELLER will repurchase from BUYER at BUYER'S cost all goods involved which BUYER purchased from SELLER. SELLER further agrees to reimburse BUYER for all expenses incurred as a result of the recall or as a result of BUYER'S compliance with a product ban (including but not limited to costs of finished products or work in process which have incorporated goods supplied by SELLER which are the subject of any such ban or recall, transportation, destruction and reasonable attorneys' fees).

Force Majeure:

BUYER will be excused from failure to accept or pay for merchandise under this Purchase Order when such failure is due to an act of God, fire, earthquake, explosion, flood, war, terrorist acts, the public enemy, civil unrest, lockout, strikes, embargoes, acts of civil or military governmental authority, or other like causes beyond BUYER'S control.

Waiver:

The failure of BUYER at any time to require performance by the SELLER of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by BUYER of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other such provision nor constitute a waiver of the provision itself.

Taxes:

Unless otherwise indicated, the prices set forth herein shall include all federal, state and local taxes of any kind or nature applicable to the manufacture, use or sale to BUYER of the completed items.

Insolvency:

BUYER may forthwith cancel this agreement in the event of any of the following: Insolvency of the SELLER; the filing of a voluntary petition in bankruptcy; the filing of an involuntary petition to have SELLER declared bankrupt: provided it is not vacated within thirty (30) days from the date of filing; the appointment of a Receiver or Trustee for SELLER provided such appointment is not vacated within thirty (30) days from the date of such appointment; or the execution by SELLER of an assignment for the benefit of creditors; or designation of the SELLER on any U.S. Customs and Border Protection (CBP) transshipment list, or denial or inspection to any representative of U.S. CBP.

Notice:

Any notice required or permitted shall be sufficiently given if sent by confirmed electronic delivery method such as e-mail or facsimile or recognized commercial overnight courier prepaid, addressed to the other party, at its address indicated on the Purchase Order, or to such other address as the addressee shall have furnished in writing to the addressor.

Assignment:

This Purchase Order, or any rights or obligations hereunder, shall not be assignable in whole or in part, without BUYER'S prior written consent.

Setoffs:

All claims for money due or to become due from BUYER shall be subject to deduction by BUYER for



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any setoff or counter claim arising out of this or any other BUYER agreements with SELLER.

Gifts, Consideration or Contingent Fees:

The SELLER warrants that it has not made and will not make any extravagant gift to any employee of BUYER or any of its agents for doing or forbearing to do any act, or for showing any favor or disfavor to any person, with respect to this Purchase Order. The SELLER warrants that no person has been employed or retained to solicit or secure the Purchase Order upon agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the SELLER for the purpose of securing business. For breach or violation of this warranty, BUYER shall have the right to annul the Purchase Order without liability, or, in its discretion, to deduct from amounts due under the Purchase Order all of such commission, percentage, brokerage or contingent fee.

Cancellation / Termination:

BUYER may declare a default ("Default") and reserves the right to cancel all or any part of the undelivered portion of this Purchase Order without liability if SELLER does not deliver merchandise on the delivery dates specified on this Purchase Order or provided in delivery schedules furnished in accordance with this Purchase Order, or if SELLER breaches any other provision of the Purchase Order. In the event of such cancellation, BUYER will be entitled to recover from SELLER, in addition to any other available remedies, an amount equal to the excess of the aggregate price paid by BUYER to other suppliers for replacement merchandise necessitated by SELLER'S breach over the aggregate price for cancelled merchandise under this Purchase Order. In the event of Default by SELLER, BUYER may, without notice and in addition to all other rights and remedies, cancel, terminate, and/or rescind all or part of a Purchase Order (and any other Purchase Order, agreement, arrangement, or relationship between SELLER and BUYER or between BUYER and a subsidiary, affiliate, or other entity otherwise related to SELLER). In addition to BUYER's right to recover damages as set forth herein and/or as provided by law, BUYER shall also be entitled to recover its legal fees, costs and other expenses incurred as a result of Seller's default.

Liability:

This Purchase Order shall not be construed as authorizing SELLER to act as the agent or representative of BUYER for any purpose whatsoever, or to incur any liability in its behalf. Nor shall BUYER and SELLER be considered partners or joint ventures by virtue of this Purchase Order without a written agency agreement.

Publicity:

SELLER shall not disclose any terms in this agreement including, but not limited to price, volume, and/or designs to any third party without BUYER'S prior written approval unless so directed by a court of competent jurisdiction. SELLER may acknowledge the general existence of a business relationship with BUYER without prior written approval.

Compliance with Laws/Fair Treatment of Workers:

SELLER hereby agrees with the following requirements of BUYER with respect to all goods and services sourced through SELLER:

A.) All factories utilized by SELLER shall maintain reasonable work hours and compensate employees fairly in compliance with local standards and applicable national laws of the country or

countries in which the factories do business. All factory employees shall be compensated as appropriate for overtime work. Factory employees shall not, on a regularly scheduled basis, be required to work in excess of a sixty (60) hour week. Factory employees should be permitted reasonable days off (herein described as at least one day off for every seven (7) day period), and leave periods.

B.) All factories shall maintain employment on a voluntary basis. BUYER will not accept goods from SELLER if any factories utilized by SELLER employ in any manner forced labor, involuntary, or prison labor in the manufacture or in subcontracting the manufacture of such goods.

C.) BUYER will not accept goods from SELLER if factories used by SELLER utilize in any manner child labor in the manufacture or subcontracting the manufacture of such goods. "Child" will be defined by the national laws of the country in which SELLER is doing business. If the national laws of such country do not provide such a definition, or the definition does not include individuals below the age of fifteen (15 yrs.), BUYER will define "Child" for purposes of determining use of illegal child labor, as anyone who is:

- (i) less than fifteen (15 yrs.) years of age, or
- (ii) younger than the compulsory age to be in school in the country in which SELLER is doing business, if that age is higher than age fifteen (15yrs.).

D). SELLER hereby warrants that all goods manufactured and delivered to BUYER will be produced in full compliance with the requirements of the Company's Code of Conduct & Business Ethics/ Social Compliance. SELLER will permit BUYER to send a representative to the factories utilized by SELLER, from time-to-time to monitor or audit such compliance. A breach of this provision by SELLER shall give the BUYER the immediate right to cancel any existing and/or future orders with SELLER.

Audit and Inspection:

SELLER will provide BUYER with the name and accurate local address of the production facility for any merchandise covered by this Purchase Order. SELLER agrees to allow BUYER, its agent or U.S. Customs and Border Protection inspectors access to SELLER'S production facilities and the production facilities of any subcontractor so that BUYER can conduct audits and inspections of records or facilities. BUYER may conduct audits and inspections without prior notice during SELLER'S or its subcontractor's normal business hours.

Indemnification:

SELLER unconditionally agrees to indemnify and hold BUYER, its affiliates and subsidiaries and their respective officers, directors, employees, agents, customers and those for whom BUYER may act as agent, harmless from any and all claims, actions, liabilities, losses, damages, or expenses (including attorneys' fees) with respect to any suit, claim, demand or other proceeding arising out of or relating to:

- (i) infringement of any patent, trademark, trade name, copyright or other similar intellectual property interest of any person by reason of the sale or use of the merchandise sold under this Purchase Order.
- (ii) unfair competition.
- (iii) violations of any applicable laws by SELLER.
- (iv) damage or injury to any person by reason of sale or use of the merchandise.

- (v) failure of the merchandise to comply with any provision of this Purchase Order, including without limitation any express or implied warranties of SELLER.
- (vi) defects in material or workmanship.
- (vii) defective design.
- (viii) defective, missing, or false labels, warnings or instructions, or
- (ix) SELLER'S negligence.

Governing Law:

This Purchase Order and all other aspects of the business relationship between SELLER and BUYER, shall be governed by and construed and enforced in accordance with the laws of the State of New York. In the event of a dispute hereunder which relates to any order or which otherwise arises directly or indirectly out of or in connection with said business relationship or any transaction of any nature between SELLER and BUYER, the parties agree to submit and consent to the exclusive jurisdiction of the state courts of New York County, New York, or the United States District Court in New York, New York. Any action arising out of this Purchase Order must be commenced within 18 months from the date of BUYER'S last order to SELLER or the period prescribed by the applicable statute of limitations, whichever is sooner.

Website Incorporation:

BUYER expressly states that it will not be bound by any content on the SELLER'S website, even if the SELLER'S documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the BUYER has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of BUYER.

Limitation on BUYER's Liability:

Under no circumstances will BUYER be liable to SELLER as a result of any cancellation of this Purchase Order or otherwise for any amount in excess of the purchase price set forth in this Purchase Order for conforming merchandise delivered on time to BUYER. BUYER shall not be liable in any event for any incidental, special, exemplary or consequential damages.

Severability of Provisions:

If any provision of this Purchase Order is, or at any time becomes under law or regulation, unenforceable or invalid, no other provisions of this Purchase Order shall be affected thereby and the remaining provisions of this Purchase Order shall continue in full force and effect.

Dispute Resolution/ Good-Faith Negotiation:

The parties will attempt to resolve any dispute relating to this Purchase Order through good-faith, informal efforts prior to initiating any formal legal action. Where mutually agreeable, the parties may choose to utilize a professional mediator, mediation service or other neutral to help resolve the dispute.

Order of Precedence:

In the event of any inconsistency between any parts of this Purchase Order, the inconsistency shall be resolved by giving precedence in the following order: (i) BUYER purchase order; (ii) purchase order terms and conditions; (iii) BUYER specification or drawing; (iv) other referenced documents. SELLER is responsible for obtaining from BUYER clarification of any purchase order content that



SELLER believes is unclear.

Insurance:

BUYER reserves the right to require from SELLER proof of insurance that meets certain minimum standards/requirements. Required insurance may include comprehensive general liability, automobile liability, employers' liability and workers' compensation. SELLER shall bear the full cost of such insurance when required.

Environmental Responsibility:

BUYER is committed to the implementation of meaningful, environmentally progressive programs that are intrinsic, sustainable and demonstrate tangible value through BUYER's organization, BUYER's partners, and with BUYER's end consumers. BUYER requests SELLER to consider environmentally friendly alternatives where appropriate.

Toll-free Hotline Number:

BUYER maintains a dedicated toll-free telephone number ("Hotline") which BUYER utilizes to assist BUYER in maintaining a high ethical standard. The Hotline allows anyone in the U.S. to call the BUYER toll-free and anyone outside the U.S. to call the BUYER free of international calling fees, 24 hours a day, 365 days per year. The discovery of events of a questionable nature, which are or may be in violation of BUYER's policies, should be immediately reported to the BUYER's office of the General Counsel or to the toll-free Hotline 800-486-2241. Callers to the Hotline may choose to remain anonymous.

RESTRICTED SUBSTANCE POLICY

Products may not contain or cannot exceed the amount listed in the most current version of the American Apparel and Footwear Association Restricted Substances List (RSL). The list can be found at <https://www.wewear.org/industry-resources/restricted-substances-list/english/>

Any question should be directed to the Company prior to use of questionable substances.

VENDOR SOCIAL COMPLIANCE AGREEMENT

The Company must ensure that we associate with business people and companies that understand and prescribe to ethical, legal, and moral standards. The Company also insists that buying agents working on our behalf in the placement of production will also acknowledge the Company's Code of Conduct, which outlines these standards, and only recommend for our selection contractors who meet these compliance standards.

The key requirements, outlined below, are mandated by our corporate policy on business conduct. A copy of the Company's Code of Conduct is included in the CODE OF CONDUCT section. Translated copies are available upon request.

1. Reasonable work hours shall be maintained and employees shall be compensated fairly in compliance with applicable national laws of the country or countries in which business is conducted. Employees shall not be required to work more hours than allowable under applicable law and shall be compensated as appropriate for overtime work. Employees should be permitted reasonable days off (which we define as meaning at least one day off for every seven-day period) and leave periods.

2. Employment shall be maintained on a voluntary basis. We will not accept goods if any manner of forced labor or prison labor is used in the manufacture or in subcontracting the manufacture of the goods.

3. We will not accept goods if any manner of illegal child labor is utilized in the manufacture or in subcontracting the manufacture of such goods. For a definition of “child”, we will first look to the national laws of the country in which business is conducted. If, however, the laws of the country do not provide such a definition or if the definition does not include all individuals below the age of 15, we will define “child”, for purposes of determining use of illegal child labor, as anyone who is:

- a. Less than 15 years of age; or
- b. Younger than the compulsory age to be in school in the host country, if that age is higher than 15 years of age.

Your acceptance of this policy is assurance that all goods, which you will source, manufacture and deliver to us, will be produced in full compliance with the requirements set forth above. You understand that we will rely on this assurance in buying goods and services from you.

Furthermore, as part of our contractor compliance program, we are required to monitor our contractors from time to time to physically review the level of compliance with the conditions set forth. We have engaged the services of an independent monitoring firm to conduct an audit for the factories producing our goods. In conducting these audits, the monitoring firm will need to review payroll information to verify employee wage levels and they will also need to interview a random selection of the work force. These procedures are part of the process required for a creditable audit.

The monitoring firm will not ask to see financial reports, profit and loss statements, cost sheets or other proprietary documents; only the payroll information that establishes the wages and hours of the workers.

The Company will accept valid WRAP-certified factories as meeting the audit requirement under the following two conditions.

1. The WRAP audit and certification is less than one (1) year old.
2. The factory provides a blanket release for the Company to receive a copy of the audit report directly from WRAP

The Company only requires that a factory be audited once a year regardless of the number of the Company brands the factory is manufacturing. The Company is also willing to accept valid factory audit certifications from some other manufacturers/retailers provided the Company has knowledge of the compliance standards used, has a relationship with the independent monitoring firm used for such certification and can independently verify the results of the audit conducted for such certification.

VENDOR SOCIAL COMPLIANCE AUDIT PAYMENT POLICY

The Company requires all international factories manufacturing our product to pass an initial and annual social responsibility compliance and security audit. This audit will verify compliance with



A Vince Operating Company

the Company’s Code of Conduct and C-TPAT requirements as required. The cost of initial audits, follow up/re-audits due to improvements needed and anniversary audits will be at the expense of the vendor. For domestic contractors, the Company requires all domestic contractors manufacturing our product to pass an initial and quarterly social responsibility compliance and security audit. This audit will verify compliance with the Company’s Code of Conduct. The cost of initial audits, follow-up/re-audits due to improvements needed and anniversary audits will be at the expense of the contractor. The Company will pay the audit firm directly and the vendor payment will be made through the use of chargebacks against the vendor invoice(s).

Some of the Company’s customers require their own compliance audits in addition to the Company’s audit. If a factory has already been certified to the Company’s standards, the Company will pay for any such additional audits when required.

If a factory has not been previously certified to the Company’s standard, the initial audit will be conducted to the standards of the Company’s customer. Once the factory is certified to the customer standards, it will also be considered as certified by the Company.

Regardless of which party pays for the audit, the Company reserves the right to share or obtain information for collaboration efforts with the sole intent to improve factory working conditions.

Conflict Minerals:

The Company is committed to sourcing responsibly and considers mining activities that fuel conflict as unacceptable. The Company seeks to discourage and recognizes the risk associated with extracting, trading, handling and exporting minerals from conflict-affected and high-risk areas and recognizes that all nations have the responsibility to respect human rights and not contribute to conflict. As part of the U.S. Dodd-Frank Act all U.S. publicly traded companies are required to file disclosures and reports with the U.S. Securities and Exchange Commission (SEC) related to the use of conflict minerals (tin, tantalum, tungsten and gold) in their products. Seller shall provide to Buyer information regarding its use of conflict minerals in the production or manufacture of the goods and further disclose the source of any conflict mineral containing items and disclose if the conflict minerals used originated in the Democratic Republic of Congo or an adjoining country.

Agreed to by Supplier: _____

Signed: _____

Name: _____

Title: _____

Date: _____