

PURCHASE ORDER TERMS AND CONDITIONS

- 1. GENERAL.** These Purchase Order Terms and Conditions (“Purchase Terms”) shall apply to all purchase orders (“Order(s)”), hard copy or electronic, involving the purchase by Buyer of goods and/or services from Seller. Seller’s submission, whether hard copy or electronic, of any price quotation or other information evidencing its willingness to supply goods and/or services to Buyer and any shipment, delivery, presentment of an invoice requesting payment, acceptance of payment or other tender of performance, by Seller, including, without limitation, Seller’s execution of an acceptance of these Purchase Terms, shall be deemed to evidence Seller’s assent to and acceptance of these Purchase Terms. If Buyer and Seller are parties to a written agreement expressly governing Buyer’s purchase of goods and/or services from Seller (including without limitation a Master Sourcing Agreement or Master Services Agreement), the terms of such written agreement shall supersede and control over these Purchase Terms with respect to all Orders. Capitalized terms not otherwise defined in these Purchase Terms are defined in Section 26.
- 2. BUYER’S PREMISES.** If Seller enters Buyer’s premises, Seller shall obey Buyer’s site policies, practices and rules. In the event that Seller or any employee or agent of Seller is permitted and will have a Connection to VS&CO’s computer Network at any time for any purpose, then such Connection shall be governed by VS&CO’s Acceptable Use Policy (“AUP”) in effect from time to time, located at <https://www.victoriasecretandco.com/> (click search and type “Acceptable Use Policy” to review). Such AUP is incorporated by reference and made a part of these Purchase Terms.
- 3. WARRANTIES.** Seller provides the following warranties, as applicable to Buyer, in connection with Order(s):

Warranty provided by Seller for goods: Seller warrants that goods: (a) will be of quality material and workmanship, free of defects; (b) will be manufactured, packaged and delivered in conformity with all specifications, drawings, data and samples, if any; (c) are merchantable and fit for the particular purposes or uses specified by Buyer or otherwise known to Seller; (d) will be new and unused; (e) will be able to pass without objection in the trade; (f) will be of first quality and otherwise in compliance with normal retailing standards; (g) will be in conformance with all certifications or other statements made by Seller or its agents or contained in Seller’s advertising or promotional material; (h) will be free of infringement or violation of any United States or foreign Intellectual Property, contract or other right held by any third party; and (i) will be manufactured only in those facilities approved by Buyer. This warranty is in addition to any other warranties offered by Seller. Seller will assign to Buyer any applicable manufacturers’ warranties. Seller has obtained, or prior to the time it commences supply of goods will have obtained, any licenses, permits or other governmental approvals acquired in connection with the supply and sale of goods. Upon request of Buyer, and at mutually agreed upon times, Seller will allow Buyer and its agents to inspect the production of the goods.

Warranty provided by Seller for services: Seller expressly warrants to Buyer that the services furnished hereunder will be: (a) of quality in compliance with customary standards in the industry for such services; (b) in conformance with all statements made by Seller, or its agents, or contained in Seller’s advertising or promotional material; (c) provided and invoiced in compliance with these Purchase Terms, the Order therefor and Buyer’s specifications communicated to Seller; (d) Seller and any permitted subcontractor will perform all services exercising due care and in a good, workmanlike, professional and conscientious manner, using employees having the proper expertise, skills, training and professional education to render the services; (e) all work product will be original and will not infringe on any Intellectual Property, right of publicity, right of privacy or any other proprietary right of any third party; (f) Seller’s and any permitted subcontractor’s performance of the services does not violate any applicable Laws and Regulations or any agreement, obligation or understanding (whether oral or written) to which Seller or any such subcontractors is a party; (g) Seller has performed its own due diligence to achieve an understanding of Buyer’s business needs and the requirements of the services in accordance with Buyer’s business model and to commit to the performance of the services; and (h) there is no action, proceeding or investigation pending or threatened against Seller before any court or administrative agency (or any basis therefor known to Seller) that might result, either individually or in the aggregate, in any: (i) material adverse change in the business, prospects, conditions, affairs, operation, properties or assets of Seller, or any affiliate of Seller that may, in whole or in part, perform the services; (ii) material liability on the part of Seller or such affiliate which may in any way impair Seller’s or such affiliate’s ability to provide the services in accordance with the Order or any written agreement; or (iii) issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by these Purchase Terms or any Order. Statements of Seller made in its electronic transmissions submitted to Buyer as to the quality and performance of the services furnished hereunder shall be express warranties. Seller has obtained, or prior to the time it commences supply of the services will have obtained, any licenses, permits or other governmental approvals required in connection with the supply and sale of the services. Upon request of Buyer, Seller agrees promptly to provide such certifications or other information or evidence as Buyer may deem necessary to verify Seller’s compliance with Seller’s representations and warranties herein.

- 4. ACCEPTANCE; INSPECTION; NOTICE OF DEFECT OR BREACH.** Payment, retention, repackaging or other use shall not be considered an acceptance by Buyer of goods or a waiver by Buyer of any breach by Seller. Complaints or notices of defects in goods or other breach will be considered timely if made by Buyer within a reasonable time after discovery. Failure by Buyer to state a particular defect upon rejection or notice of breach shall not preclude Buyer from relying on unstated defects to justify rejection or establish breach. Buyer reserves the right to count all shipments, and the parties shall be obligated to work together in good faith to resolve any discrepancies in the number of goods received by Buyer. Records of all inspection work by Seller shall be kept complete and available for Buyer’s review.

Acceptance of an Order by Seller is expressly limited to these Purchase Terms and any terms set forth in the Order. If an Order has been issued by Buyer in response to an offer by Seller and, if any of the terms set forth herein or in the Order are additional to or different from any terms of Seller’s offer, then the issuance of the Order by Buyer shall constitute an acceptance of Seller’s offer subject to the express condition that Seller assent to such additional and different terms set forth herein, and in the Order, and that any additional or different terms set forth in Seller’s offer shall not form part of the agreement between Buyer and Seller. Seller shall be deemed to have so assented unless Seller notifies Buyer to the contrary in writing within 5 business days of Seller’s receipt of the Order, specifying the reason why Seller cannot accept the Order. Any Order not rejected by Seller within 5 business days of receipt by Seller shall be deemed accepted by Seller.

- 5. NON-CONFORMING SHIPMENTS.** Buyer may exercise any of the following rights with respect to nonconforming goods delivered pursuant to any Order: (a) reject the entire shipment; (b) accept the entire shipment; or (c) accept any number of commercial units and reject the balance of the shipment; and Buyer may issue a Chargeback to Seller for non-conforming goods and Buyer shall be entitled to set off any amounts due to Seller which result from Seller's delivery of non-conforming goods against any amounts then owing, or claimed to be owing, by Buyer to Seller. Any goods so rejected may, at Buyer's option, be either returned to Seller for full credit, resold for Seller's account (less Buyer's reasonable expenses) in any reasonable manner, or stored for Seller's account pending Buyer's receipt of reasonable instructions as to their disposition. Seller will bear all risk of loss associated with rejected goods and will promptly reimburse Buyer for all unrecovered reasonable expenses incurred by Buyer in connection therewith. In addition to all other legal rights, Buyer reserves the right to return at Seller's expense, including charges for freight in and out and handling charges, any goods which fail to comply with any of the provisions of the Order. Buyer also has the right to retain any portion of the goods that comply with the Order, paying for them at the contract rate.
- 6. CHANGES.** Buyer may at any time, in writing and communicated to Seller in hard copy and/or by electronic transmission, make changes within the general scope of any Order. Promptly, but no later than fifteen (15) days after Buyer's communication to Seller of a change, Seller shall give Buyer written notice of any increase or decrease in costs to Seller as a result of such change. If any such change causes an increase or decrease in the cost, or the time required for the performance, of any work under an Order, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the affected Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be approved by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision to the affected Order issued and acknowledged in writing by Buyer.
- 7. DELIVERY TERMS. TIME AND QUANTITY ARE OF THE ESSENCE FOR ALL ORDERS.** Unless otherwise agreed to in writing by Buyer, all goods and/or services ordered hereunder are to be delivered to (goods), or performed at (services) Buyer's designated FOB or FCA (as defined in INCOTERMS 2010) delivery destination(s), or if no delivery location is specified, to Buyer's central distribution facility in Columbus, Ohio, and no liability shall be incurred by Buyer until it has actually received such goods and/or services. All risk of loss or damage to the goods ordered hereunder shall pass to Buyer when, but not until, such goods have arrived at Buyer's designated delivery destination(s) and are accepted by Buyer. Unless otherwise agreed to in writing by Buyer, Buyer shall not be liable in any respect for any material commitments or production arrangements made by Seller in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense. Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's delivery destination instructions.
- 8. INDEMNIFICATION BY SELLER.** Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, directors, officers, employees, agents, representatives and successors (collectively, "Indemnitees"), from and against all claims, demands, actions, causes of action, losses, liabilities, damages, penalties, costs and expenses including reasonable attorneys' fees and costs ("Claims") suffered or incurred by any of the Indemnitees, based upon or arising out of (a) any breach or violation by Seller of any of its representations, warranties, covenants or agreements set forth in these Purchase Terms or any Order, or (b) the negligence or misconduct of Seller. Such indemnification obligation shall continue for as long as the statute of limitations applicable any such Claims remains in effect. Seller shall be given the opportunity to assume the defense of such Claims. If Seller fails to assume such defense, Buyer may defend the action in the manner it deems appropriate, and Seller shall pay to Buyer all costs, including reasonable attorneys' fees, incurred by Buyer in effecting such defense and any subsequent legal appeal, in addition to any sum which Buyer may pay by reason of any settlement or judgment against Buyer.
- 9. INSURANCE.** Unless specifically waived in writing by Buyer upon request of Seller, Seller shall maintain, at Seller's expense, commercial general liability insurance, including coverage for products/completed operations, with an insurance company licensed to do business in the United States earning a minimum A.M. Best rating of A, Financial Size category X or greater. Such insurance shall provide for minimum limits of US\$2,000,000 General Liability per occurrence, and a products liability aggregate limit of at least US\$5,000,000 and statutory Worker's Compensation coverage. All such insurance shall be primary over any and all other collectible insurance. All policies of such insurance shall provide that coverage thereunder shall not be terminated or changed without at least 30 days prior written notice to Buyer, and Seller shall furnish original certificates of insurance and evidence of renewals. The purchase of such insurance and furnishing of such certificates shall not limit Seller's obligations hereunder or modify Seller's agreement to indemnify Buyer as set forth herein. In the event that Seller fails to obtain or maintain the required insurance coverage, Buyer may, in its sole discretion, obtain insurance coverage with coverage amounts determined solely by Buyer so that the goods and any other property or rights of Buyer with respect to the goods that are subject to the applicable Order are adequately insured. In such case, 100% of the costs incurred by Buyer to obtain and recover against such insurance (e.g., broker fees, premiums and deductible costs) shall be promptly reimbursed to Buyer by Seller upon presentation of an invoice from Buyer to Seller for the same, and Buyer shall also have the unilateral right to set-off 100% of any such costs against any amounts that Buyer owes Seller under the applicable Order.
- 10. FORCE MAJEURE.** Either Buyer or Seller shall be excused from performance of its obligations under the applicable Order if such party suffers an event (each a "Force Majeure Event") caused by a strike, act of God, epidemic, earthquake, fire, flood, act(s) of terrorism, war, riot, civil disorder, government regulation or action, authorization of law, embargo, accident or other cause which could not have been prevented by reasonable precautions or commercially acceptable processes of the party experiencing the Force Majeure Event; provided, however, that a party that suffers a Force Majeure Event shall inform the other party of such event immediately upon the occurrence of the Force Majeure Event and shall take all reasonable steps to remedy the situation so that it is again able to perform its obligations under the Order. If a party remains unable to perform under the Order as a result of a Force Majeure Event for a period of longer than thirty (30) days, the other party shall have the right to immediately terminate the Order.
- 11. PAYMENT; PRICES.** Unless otherwise agreed to in writing by Buyer, the standard payment terms under any Order shall be net 60 days from Buyer's acceptance of Seller's invoice. The purchase price hereunder shall be payable in the currency of the Purchase Order. Unless otherwise agreed by the parties in writing, the purchase price shall be inclusive of all packing costs, shipping costs, delivery costs to the delivery point specified in the Order, applicable taxes, excises, duties and any other charges related to the manufacture, sale or delivery of the goods or

services. No additional charges of any kind, including, without limitation, interest charges, service charges, taxes, or carrying charges will be allowed, unless shown separately on the invoice and agreed to in writing by Buyer. Under no circumstances shall Buyer be responsible for payment of taxes imposed and based, wholly or partially, upon Seller's revenues or profits. Payment of all invoices for items shipped directly by Seller to Buyer or its designee shall, if requested by Buyer, be subject to documentary proof of delivery provided by Seller. To the extent Buyer chooses, or is forced, to expend amounts due to any breach of Seller of the terms of these Purchase Terms or any Order, Buyer may offset such amounts from the invoiced amount(s). Seller agrees to be paid via ACH or other payment method chosen by Buyer. Payments by non-electronic methods may be delayed and may be issued to Buyer with a deduction for a processing fee. All invoices must be issued to Buyer within 180 days of goods or services delivery; otherwise, Seller will have no recourse to collect on said invoice from Buyer.

- 12. CONFIDENTIALITY.** During the course of business, Seller and Buyer may gain Confidential Information about the other party. Each party shall ensure that Confidential Information is kept confidential and not divulged to anyone except those who need to know in order to assist in the manufacture of goods or provision of services or as authorized by the disclosing party. The Confidential Information shall remain the exclusive property of the disclosing party, and the other party shall acquire no interest in or rights thereto under these Purchase Terms or otherwise. At the disclosing party's request, the other party shall promptly return to the disclosing party or destroy all tangible and intangible forms of Confidential Information of the disclosing party, including copies. These obligations shall continue beyond the completion of the Order.
- 13. INTELLECTUAL PROPERTY.** In the event any of Buyer's Intellectual Property is embodied in, attached to or associated with any goods supplied by Seller hereunder, such Intellectual Property shall remain the property of Buyer, and Seller shall acquire no rights therein and shall make no use thereof or claim thereto, except a non-exclusive license to use the same as may be required to produce and deliver the goods to Buyer or perform the services for Buyer pursuant to the Order for same. Further, Buyer shall solely own all rights and all right, title and interest to all related Intellectual Property embodied therein or represented thereby. In no event shall Seller be authorized to use, or sell or otherwise distribute goods bearing Buyer's Intellectual Property to any third party absent Buyer's specific written consent. Seller will notify Buyer immediately upon obtaining any information that any third party has, may have, or may claim any rights or claims to any Intellectual Property related to the goods. Seller shall not make any unlicensed use, file any application for registration or claim any other proprietary right to any Intellectual Property or other rights allocated to Buyer or otherwise owned by Buyer.
- 14. WORK PRODUCT.** Seller expressly acknowledges that all right, title and interest to all Work Product, all copies thereof and all related Intellectual Property embodied therein or represented thereby are the sole property of Buyer. Title to all completed Work Product(s) and all Work Product(s) in progress, whether or not stated on Seller's invoice, in whatever stage of development, and in all Intellectual Property embodied therein or represented thereby, shall pass to Buyer, and all assignments of rights shall be effective upon the earlier of (i) delivery of such Work Product, in whole or in part, to Buyer, or (ii) payment of Seller's invoice related to work performed on such Work Product(s). Seller further acknowledges and agrees that:

 - a. all Work Product which constitutes patentable subject matter shall be and hereby is irrevocably assigned to Buyer by these Purchase Terms, together with all patent rights, both in the United States and everywhere else in the world, with respect to such Work Product. Seller shall execute and deliver or shall cause its employees to execute and deliver any applications, assignments or other instruments and papers necessary to secure United States and foreign letters patent, including continuations, continuations-in-part and divisions thereof, and to transfer to Buyer all right, title and interest in such Work Product and patent rights, and to provide Buyer all facts known to Seller regarding such Work Product. Seller also shall deliver to Buyer all sketches, drawings, plans, models, figures, log books and other information with respect to any of the foregoing.
 - b. all Work Product which constitutes copyrightable subject matter under the copyright laws of the United States shall, from the inception of creation, be deemed to be a "work made for hire" under the United States copyright laws and all right, title and interest in and to such copyrightable works shall vest in Buyer. Buyer shall have the exclusive rights to copyright such works in its name as the sole author and owner thereof and to secure any and all renewals and extensions of such copyright throughout the world. In the event that any copyrightable work which is created by Seller pursuant to these Purchase Terms is determined not to be a "work made for hire" under the United States copyright laws, these Purchase Terms shall operate as an irrevocable assignment by Seller to Buyer, and the copyright in and to such copyrightable work, including all right, title and interest therein, shall be and hereby is irrevocably assigned in perpetuity, to Buyer.
 - c. Seller will execute all documents and perform all acts that Buyer may reasonably request in order to assist Buyer in perfecting the rights granted to Buyer under this Section.
 - d. All of Seller's contracts with subcontractors shall contain terms substantially similar to this Section, ensuring that all Work Product and the Intellectual Property rights embodied therein or represented thereby are owned by Buyer.
- 15. BUYER'S PROPERTY.** Seller understands and agrees that all right, title and interest in and to any programs, systems, data, information, artwork, images, tapes, disks, separations, negatives and other materials furnished to Seller by Buyer hereunder are and shall remain the sole and exclusive property of Buyer, and all such items shall constitute Confidential Information of Buyer.
- 16. ASSIGNABILITY.** Seller will neither assign any Order (nor the payment of any sums due hereunder or thereunder) nor any contract created under these Purchase Terms, nor delegate or subcontract the furnishing of any goods or services, without the prior written approval of Buyer, and no permitted assignment or subcontracting will relieve Seller of its obligations hereunder or of any liability Seller may have as a result of its failure to perform any of the terms hereof. Seller is and shall remain an independent contractor.
- 17. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER, SELLER'S AGENTS OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL, DAMAGES ARISING OUT OF OR IN**

CONNECTION WITH ANY ORDER OR THESE PURCHASE TERMS, WHETHER BASED ON THEORIES OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 18. CANCELLATION OF ORDERS.** Buyer (in addition to all of its other rights) may cancel any Order, in whole or in part, by written notice if (a) Seller becomes insolvent or makes a general assignment for the benefit of creditors, (b) a petition is filed or if proceedings are commenced against Seller under any foreign or domestic bankruptcy laws, (c) Seller defaults in the performance of any of its obligations under any Order, (d) Buyer, having reasonable grounds for insecurity with respect to the due performance of Seller, has not received satisfactory assurance of Seller's due performance within 5 business days after Buyer's written demand for the same, or (e) for convenience upon written notice to Seller. If Buyer cancels any Order, in whole or in part, Seller shall immediately stop all work on such Order or such part of the Order that Buyer has cancelled and observe any instructions from Buyer as to work in process. Buyer shall pay Seller an equitable adjustment for costs that Seller incurs due to such cancellation which are not expected to be recouped on future Orders. Seller will provide Buyer with an inventory statement of goods (including packaging, components, material, containers, labels and the like) associated with any cancelled Order. Buyer shall have the sole discretion in determining the disposition of goods and work in process which are uniquely identifiable to Buyer or which contain and/or incorporate Buyer's Intellectual Property. Under no circumstances will Buyer be liable to Seller under any Order or otherwise for any amount in excess of the purchase price set forth in the affected Order.
- 19. SPECIFIC PERFORMANCE.** Buyer's rights and Seller's obligations with respect to any Order are of a special and unique character which gives them particular value to Buyer, and that Buyer will suffer immediate and irreparable harm to its goodwill and business which may not be compensable by damages alone in the event Seller repudiates or breaches any of its obligations under any Order. Accordingly, Seller agrees that, in addition to any other rights or remedies to which Buyer may be entitled, Buyer shall be entitled to obtain a temporary, preliminary and/or permanent injunction in order to prevent or restrain any such breach or repudiation of any Order by Seller or any partner, agent, representative, employer, employee, affiliate, subcontractor and/or any other persons acting directly or indirectly with Seller, and Buyer shall not be required to post a bond for the granting of such relief.
- 20. ANTI-CORRUPTION.** During the term the provision of goods and/or services to Buyer, and in relation thereto, Seller represents, warrants, and agrees that Seller and all of its owners, officers, directors, employees, subcontractors, agents, partners, principals, and any other person engaged by Seller to provide goods and/or services to Buyer (each a "Seller Agent") will comply with all of Buyer's Policies and applicable Laws and Regulations, including but not limited to local laws and those relating to anti-bribery, anti-corruption and Conflict Minerals, including the FCPA and the U.K. Bribery Act, and none of such persons has made (and none will make) a Prohibited Payment. Seller will promptly notify Buyer's Office of the Chief Compliance Officer, in writing, of any Seller Agent who Seller knows or discovers is a Government Official or a family member of a Government Official who may be in a position of authority or influence relating to Buyer's business. Seller will keep and maintain accurate and reasonably detailed books and financial records, including, but not limited to, payments made and/or received or requested, in connection with its performance under, or in connection with any Order. Upon request, Buyer or its representative(s) shall have the right to audit and examine relevant books and financial records to test compliance with these Terms and Conditions and the representations, warranties and undertakings herein. Seller will provide any information and assistance reasonably required by Buyer in connection with such an audit, including access to its key personnel. Seller will communicate Buyer's Anti-Corruption Guidelines to all those persons who will be providing goods and/or services to Buyer under any Order.
- 21. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; CUMULATIVE REMEDIES.** All of Seller's representations, warranties and other undertakings, and Buyer's rights and remedies hereunder, will survive the execution, delivery, performance or termination of any Order and the agreement evidenced thereby, and any inspection, testing, acceptance, payment or use of the goods and services provided thereunder. Such representations, warranties, undertakings, rights and remedies will inure to the benefit of Buyer, its Affiliates, successors, assigns and customers. All remedies conferred upon Buyer will be cumulative.
- 22. NOTICES.** Any notice required or permitted hereunder may be given to Buyer at: Victoria's Secret & Co., Four Limited Parkway, Reynoldsburg, Ohio 43068, Attention: Vice President, Procurement & Business Services, and to Seller at the mailing address provided by Seller using the electronic system or at the mailing address set forth on Seller's invoice as provided to Buyer by any commercially reasonable written or electronic means and will be deemed given when delivered in person, when electronic delivery is confirmed, or two days after being sent by registered or certified US mail, postage prepaid, returned receipt requested.
- 23. GOVERNING LAW; CONSENT TO JURISDICTION; VENUE.** All Orders, and the agreement(s) evidenced hereby, will be governed by and construed in accordance with the local laws of the State of Ohio, USA, without reference to its conflicts of laws principles. The parties consent to the exclusive jurisdiction and venue of the courts of proper subject matter jurisdiction located in the City of Columbus, Franklin County, Ohio for all purposes related to Order(s) or any contract related to Order(s). Service of any process, summons, notice or document by written means pursuant to these Purchase Terms shall be effective service of process for any action, suit or proceeding brought against any party hereunder in any such courts. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to these Purchase Terms or any Order(s).
- 24. MARKETING PRINT.** If the goods and/or services purchased in connection with an Order is "Marketing Print", defined as the total of activities involved in the transfer of goods from the producer to the consumer, including advertising, point of sale signage, customer relationship marketing, printing and production of print materials, shipping, fulfillment and storage, the following terms shall apply:
- a. **Press Proofs:** No additional charges will be made for press proofs.
 - b. **Delivery:** Unless otherwise specified, the price quotes is for a single shipment, FOB printer's platform. Charges for delivery of materials and supplies are not included in quotations unless specified.
 - c. **Storage:** The printer will retain intermediate materials at no additional charge. The printer is liable for lost materials.
 - d. **Overtime/Downtime:** It is not the policy of Buyer to accept charges for overtime, or downtime due to delay in supplied materials or displaced press charges without prior written agreement.

25. VISUAL PRODUCTION. If the goods and/or services purchased in connection with an Order is “Visual Production”, defined as the total of activities involved in the transfer of goods from the producer to the consumer, including advertising, point of sale signage, props, visual merchandise, visual displays, production of materials, shipping, fulfillment and storage, the following terms shall apply:

- a. **Samples/Prototypes:** No charges will be accepted for samples/prototypes unless agreed to by Buyer in advance of sample/prototype submission.
- b. **Overruns:** Acceptance of overruns will be at Buyer’s discretion and must be approved before the submission of the invoice.
- c. **Transportation:** All goods will ship through the Mast Logistics Services, Inc. transportation network in compliance with the Mast Logistics Services, Inc. Routing Guide unless specified by Buyer. All goods will be quoted as FOB shipping point to be determined by Buyer.
- d. **Storage:** Seller will retain materials and finished goods at no additional charge. Seller is liable for any damage or lost of materials/finished goods.
- e. **Overtime/Downtime:** It is not the policy of Buyer to accept charges for overtime, or downtime due to a delay in supplied materials or displaced production charges without a prior written agreement.
- f. **Packaging:** Supplier is responsible for providing packaging that will protect goods from damage in shipping. Goods must pass a 4’ drop test on all 4 corners. The cost of packaging should be included in product price quote unless agreed to by Buyer.

26. DEFINITIONS. As used in these Purchase Terms, the following terms shall have the following meanings:

“**Affiliates**” means an entity that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with VS&CO. In addition, any joint venture or similar entity (and its successors by way of change of organizational form) formed for the purposes of pursuing a business venture, as to which VS&CO or an Affiliate agrees to provide purchasing services, shall be deemed an Affiliate so long as VS&CO and its Affiliates (as otherwise defined above) possess the power to elect not less than 25% of the whole number of the board of directors of such joint venture or entity or own not less than 25% of the assets or equity thereof.

“**Anything of Value**” means any item or benefit, including, but not limited to money, cash, cash equivalents (including gift cards/certificates), loans, gifts, entertainment, meals, transportation expenses, lodging, per diems, favors, business or employment opportunities, and compliance with a request to provide a thing of value to a third party.

“**Buyer**” means, collectively, Victoria’s Secret and Co.. (“**VS&CO**”) and/or any of its Affiliates.

“**Chargeback**” means a credit applied by Buyer to one or more of Seller’s invoices in order to compensate Buyer for Buyer’s reasonably estimated cost and expense resulting from Seller’s failure to comply with Buyer’s Policies and/or specifications, including, but not limited to, failure to pay transportation or importation costs, incorrect or incomplete labeling, sizing, prepackaging or pre-ticketing, inconsistent quantities per package, incorrectly hung garments, failure to meet quality or other standards, returns to Seller and unauthorized diversion, liquidation or diversion, liquidation or disposal of goods which contain or incorporate Buyer’s Intellectual Property.

“**Confidential Information**” means (a) with respect to Buyer, all information related to Buyer, the goods (including any specifications), and the Intellectual Property of Buyer, whether or not identified as confidential, which is disclosed to Seller by Buyer, to which Seller has access or from which is developed such information, as well as the terms of these Purchase Terms and any written agreement expressly governing Buyer’s purchase of goods and/or services from Seller and (b) with respect to Seller, all information related to Seller which, at the time of disclosure, is clearly identified in writing as confidential by Seller. Confidential Information shall not include information or knowledge that Seller or Buyer can show by competent written evidence (i) is known to the recipient or readily available to the recipient from another source before receipt thereof from the disclosing party, (ii) is disclosed to the recipient in good faith by a third party who had the right to make such disclosure, (iii) is now or hereafter becomes a part of the public domain essentially in its entirety through no fault on the part of the recipient, (iv) is required to be disclosed by applicable Laws and Regulations or (v) is independently developed by either party, acting alone or with other parties, without the use of the Confidential Information of the other party hereto.

“**Conflict Minerals**” means minerals that are (a) mined in conditions of armed conflict or human rights abuses, and/or (b) obtained through illegal or unethical activities.

“**Connection**” means any data connection established between VS&CO’s computer Network and Seller or its employee or agent (collectively “**Connecting Party**”), whether remotely from equipment located at the Connecting Party’s data facility and/or from the Connecting Party’s equipment or that VS&CO has loaned to the Connecting Party located at an VS&CO facility, to provide the Connecting Party with access and use to selected portions of the Network or to allow the Connecting Party a data Connection with third party networks.

“**control**” (including the terms “**controlling**,” “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“**FCPA**” means the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time.

“**Government Official**” means: (a) an officer or employee of a government or any department, agency, or instrumentality thereof including state-owned or controlled companies; (b) an officer or employee of a public international organization; (c) a person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, or public international organization; or (d) a political party, its official, or candidate for political office.

“Intellectual Property” means any trademarks, service marks, trade dress, trade secrets, patents, labeling, packaging, hang-tags, trade names, distinctive words, logos, drawings, art work, product ideas and concepts, pictures, colors, formulas, discoveries, inventions, specifications, proprietary information, processes, designs, design and/or utility models or copyrights, or any marks or works similar thereto, all applications for any of the foregoing, and any modifications, derivations, improvements or adaptations thereof.

“Laws and Regulations” means all laws, statutes, rules, codes, ordinances, and/or regulations of the United States, including but not limited to the FCPA, and any other jurisdiction applicable to Buyer or Seller, the manufacturing facilities, the goods and their components, including conditions or process of the goods’ manufacture, whether or not specifically referred to herein, and whether relating to country of origin, product content, composition, quality, product safety, environmental matters or otherwise.

“Network” means all program interfaces, structures, functionality, computer code, databases and the like, wired or wireless computers, servers, routers, cables and other equipment which can transmit or store data electronically which form VS&CO’s local and worldwide area networks, whether physical or virtual.

“Policies” means the terms and conditions relating to operations under these Purchase Terms, including shipping, packaging and other guides and other applicable policies, manuals and guidelines furnished to Seller from time to time in hard copy or by electronic means.

“Prohibited Payment” means: (1) any payment, provision, offer of or promise to pay or provide, or authorization of a payment, provision, offer of or promise to pay or provide, or failure to prevent the offering, payment or provision of, Anything of Value, indirectly or directly to; or (2) the receipt or acceptance of, request or demand for Anything of Value, indirectly or directly from:

- (a) a Government Official for the purpose of improperly influencing the actions or decisions of, or for securing any improper advantage from, such Government Official;
- (b) any person or commercial entity to influence any person or commercial entity (including Seller) to act in breach of a duty of good faith or a lawful duty, impartiality or trust (“**acting improperly**”), to gain an improper advantage, to reward any person or commercial entity for acting improperly, or in circumstances where such person or commercial entity would be acting improperly by receiving Anything of Value; or
- (c) any person or entity while knowing or having reason to know that all or any portion of Anything of Value will be offered, promised or given to a Government Official in order to improperly influence or reward official action or to any person to influence or reward such person to act improperly, or to obtain an improper advantage.

“Seller” means the seller of goods and/or services to Buyer.

“U.K. Bribery Act” means the U.K. Bribery Act of 2010, as amended from time to time.

“Work Product” means all service deliverables provided to VS&CO under these Purchase Terms including, but not limited to, all know-how, techniques, inventions, discoveries, improvements, trade secrets, copyrightable matter or any other work developed or produced during the performance of service agreed to under these Purchase Terms.

27. ENTIRE AGREEMENT. An Order, together with any agreements or specifications relating to the goods and/or services noted therein, and these Purchase Terms, shall constitute the COMPLETE AND FINAL AGREEMENT of Buyer and Seller regarding the purchase of the goods and/or services referenced in the Order, and such agreement shall supersede and merge all prior proposals, understandings and agreements regarding such goods and services, oral and written (except for a prior, unexpired, written agreement, including without limitation a Master Sourcing Agreement or Master Services Agreement, as applicable, between the parties for the purchase of goods and/or services that are the subject of this Order, in which case, such agreement shall govern the purchase of the goods and/or services referenced in the Order), between the parties, and may not be modified except by written agreement or modification signed by authorized representatives of both parties, notwithstanding any additional or other proposals or terms and conditions which may now or in the future appear on Seller’s invoices, quotations or other forms, communications or transmissions (notification of objection thereto being given hereby), and any acceptance of shipments, payments or other similar acts of Buyer. No course of dealing or manner of performance will constitute a waiver of any of these Purchase Terms. Any provision of these Purchase Terms that is determined to be unenforceable shall not affect the validity and enforceability of any other provision of these Purchase Terms.