

**TERMS OF PURCHASE AGREEMENT (“Agreement”)**

**SHIP AS DIRECTED – DO NOT DEVIATE  
SHIPPERS ARE HELD RESPONSIBLE FOR FAILURE TO COMPLY**

**URBAN OUTFITTERS, INC.  
URBN UK LIMITED**

(Hereinafter unless stated to the contrary referred to jointly and severally as “Company”)

**Vendor’s agreement to comply with all terms and conditions stated herein is a condition of doing business with Company. Unless otherwise expressly agreed in writing by Company, Vendor’s acceptance of any purchase order shall be deemed an acceptance of these terms and conditions.**

1. Each purchase order is subject to all terms and conditions printed thereon and to these terms and conditions.
2. All discount terms shall be computed from the date of receipt of goods; invoices dated the 25<sup>th</sup> or after are considered as of the 1<sup>st</sup> of the following month. Due date shall be considered extended without loss of discount until invoice is received. Any offsetting claim of Company against Vendor shall be deducted by Company from the amount of the relevant purchase order at the time of payment.
3. All orders are void unless given in writing on Company’s printed forms and approved by an authorized executive of Company.
4. Each order must be accepted according to the terms stated herein and therein and the stating of additional or different terms will be deemed to constitute a rejection of the relevant order. If no formal, express written notification is given Company within five (5) days after receipt of any order, or if shipment is made of any part thereof, it is understood that the terms and conditions herein and in the relevant order are satisfactory to and are accepted by Vendor. Performance of each order must be in accordance with its terms, dating and conditions, and there can be no changes or alterations unless in writing and signed by a duly authorized representative of Company. In addition to all other legal rights, Company reserves the right to cancel each order and/or to return at Vendor’s expense, all or any part of the merchandise in the event the merchandise is defective, or not fit for the purpose intended, or sent in excess of the order or varying from the sample from which or specifications for which the order was placed or for failure to comply with Company’s shipping or billing instruction or with any of the provisions of herein or in the order and to retain such of the merchandise as is satisfactory. If, prior to shipment, there is any reduction in Vendor’s regular selling price for the merchandise described in any order, the price specified in the relevant order will be reduced to Vendor’s regular selling price prevailing at the time of shipment for such merchandise. Further, Company reserves the right to revoke or cancel any order at any time prior to delivery, should Company's requirements change. In the event Vendor has shipped merchandise in accordance with delivery instructions specified in the relevant order and prior to such revocation or cancellation, when Company revokes or cancels the order it shall be responsible for reasonable transportation costs.
5. Time of delivery at Company’s store is of the essence and Company reserves the right to cancel all or any part of any order if merchandise is not delivered on the date or dates specified therein, but acceptance in such cases shall in no way bind Company to accept further deliveries of any order. Any such merchandise received after the date or dates specified on the order will be held subject to Company’s right to reject or direct disposal of all or any part thereof. Acceptance of merchandise after the date or dates specified for delivery shall not be construed as a waiver of Company’s right to recover for late delivery. Cure of a non-conforming tender may be made only with the express written consent of Company. Risk of loss or damage shall pass to Company when the merchandise sold thereunder arrives at the final destination indicated on the face of the purchase order, as applicable. All transportation costs resulting from deviation from shipping instructions and any other costs incurred by Company because of Vendor’s non-compliance with the terms and conditions of this Agreement and/or any order shall be charged to Vendor’s account. Acceptance of any merchandise shipped before the specified “Do not ship before” date or after the last

specified date of shipment shall be at Company's sole option and in its discretion and return of any merchandise because of failure to deliver on time or to conform to the specifications of the order shall be at Vendor's expense and charged to Vendor's account. If Company elects to accept any such early shipments, a handling charge of 2% for each advance month or fraction thereof shall be charged to Vendor's account. If Company elects to accept a shipment after the date canceled, a handling charge of 2% shall be charged to Vendor's account.

6. Vendor expressly warrants that the merchandise to be delivered under each purchase order will conform to the sample from which or specifications for which the order was placed and will be of the best material and workmanship, free from defects or matter injurious to persons or property and merchantable and fit for the use and purpose for which they are intended. In the event Vendor breaches this warranty, Company shall be entitled to, in addition to any other remedies, in its sole discretion and without any liability to Vendor: (a) cancel the relevant order without notice; (b) reject shipments; (c) insist upon Vendor's performance under the relevant order and offset the order cost by any actual or reasonably estimated losses incurred by Company; (d) withhold any payments due to Vendor; (e) recover any and all actual damages, including but not limited to actual or reasonably estimated loss of profits or sales and costs to cover attorney's fees, costs associated with recalling the goods and any penalties or liquidated damages assessed by or paid to the customs authorities of the importing country; and/or (f) offset any amounts due Vendor by any actual or estimated loss incurred by Company. Remedies of Company herein shall not be exclusive but shall be accumulative of any other remedy of Company herein or under any relevant statute or law.

7. Company shall be under no duty to inspect goods before resale, repackaging or culling up for purchase and resale shall not be considered an acceptance of the goods so as to bar Company's right to reject them. Complaints, notice of defects in merchandise or notice of any other breach will be considered made within a reasonable time if made a reasonable time after notification is given Company of such defects or other breach by Company's customers. The return of such defective merchandise shall not relieve Vendor from liability for failing to ship satisfactory merchandise under the relevant order. Failure of Company to state a particular defect upon rejection shall not preclude Company from relying on unstated defects to justify rejection or establish breach.

8. Vendor represents and warrants that it is the owner or licensee of all right, title and interest in the designs, artwork, images, copyrights, trademarks and intellectual property in the product sold to Company. Vendor further represents and warrants that any and all designs, artwork and images that it provides to Company or which are incorporated in its works are original with Vendor, have not been copied or derived from other works without the written consent of the owner thereof, and are not subject to the claim of another copyright holder. Upon sale of product to Company, Vendor assigns to Company any and all right, title and interest in the designs, artwork, images, copyrights and intellectual property incorporated therein; however, upon the sale by Vendor of "market goods" to Company, Vendor retains its intellectual property rights therein. Company reserves the right to return at Vendor's expense any merchandise and cancel this contract where a claim is made that the sale by Company infringes any alleged patent, design, trade name, trademark or copyrights. Vendor agrees to defend, indemnify and hold Company harmless for and against any and all liability, loss, cost, injury, damage and/or expense, including costs and counsel fees and costs arising from or related to: (i) any claim that the designs violate or infringe any right of a third party; or (ii) any breach of Vendor's warranties, agreements, obligations or representations contained in this Agreement; or (iii) recalling the goods.

9. Vendor agrees to defend, indemnify and save Company harmless from all liability, claims, suits and actions which may be made or brought against it by virtue of claims or demands of any kind which any purchaser of such merchandise from Company or any other person may make against Company arising from the sale or use of such merchandise or from any defects in the quality of such merchandise or the dangerous conditions thereof, and agrees to pay any judgment against and assume any liability or expense of Company in connection with any such claim. Vendor shall procure and maintain adequate products liability insurance and commercial general liability insurance (including personal and advertising injury) with a contractual liability endorsement covering Vendor's indemnity obligation under this Agreement and shall furnish to Company certificates thereof in connection with each order prior to shipment. Such policies shall name Company as an additional insured thereunder.

10. Vendor, by accepting any order, represents and warrants and guarantees that all applicable provisions of relevant local, foreign, domestic and other laws, ordinances, codes and regulations have been and will be complied with, including but not limited to any wage and hour, health and safety, product safety, child labor and all other labor laws, price discrimination laws, those relating to standards for weights, measures, sizes, quantities and ingredients, trademark, copyright, patent, unfair competition and all other intellectual property laws, all customs laws and all country of origin requirements set forth therein and any similar laws, and that the prices and other terms and conditions of sale and the terms on which all promotional and advertising matter are furnished by Vendor to Company comply with all such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, but as examples, Vendor represents, warrants and guarantees and Vendor agrees to provide Company with a signed guaranty in the form, if any, prescribed by the respective Acts as part of Vendor's invoice before payment without loss of discount is required to be made under the terms of this order, that the weights, measures, sizes, legends, words, particulars or descriptions, if any, stamped, printed or otherwise attached to the merchandise or containers or referring to the merchandise delivered are true and correct and comply with law, the merchandise delivered pursuant to each order conforms and complies with the applicable provisions of the Fur Products Labeling Act, Wool Products Labeling Act, the Flammable Fabrics Act, the Textile Fibers Products Identification Act, the wage, hour and child labor provisions of the Fair Labor Standards Act, the Robinson-Patman Act, the Federal Food, Drug and Cosmetics Act, and California's Safe Drinking Water and Toxic Enforcement Act of 1986 and Lead in Jewelry Act, the merchandise sold and the terms and conditions of sale conform with applicable Federal Trade Commission trade practice rules, if any, the merchandise sold complies with applicable labeling and invoicing laws, if any, and all advertising matter furnished by Vendor to Company complies with law. Vendor agrees to reimburse Company against all losses, expenses and damages arising from violation or alleged violation of law. Company reserves the right to return any portion of each shipment or the entire shipment to Vendor at Vendor's expense whenever any of the terms or conditions herein or in any order are violated or not fully complied with.

11. Vendor and suppliers to Vendor must manufacture products in compliance with all applicable local, foreign, domestic and other laws and regulations, including environmental and safety laws and regulations. Only components and products which do not contain parts of any animals currently listed as endangered or protected, or which are not otherwise prohibited by any relevant local, foreign, domestic and other law or regulation, may be used in the manufacturing process.

12. Vendor and its suppliers are required to meet the following standards and conditions of employment: employees must be 15 years of age or older, unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age would apply. Manufacturing workers must be voluntarily employed and cannot be prisoners or any other kind of forced labor; corporal punishment or any other kind of mental or physical coercion may not be used on manufacturing workers; hiring decisions must be based on the prospective employee's ability to do the job and may not be based on race, religion, gender, age, sexual orientation, disability, nationality, political opinion or union membership; national laws regarding minimum wage, overtime, hour and benefit laws must be complied with; employees must be furnished with safe and healthy working conditions in compliance with local laws; behavior, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative will not be permitted.

13. Vendor shall not take any action directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act, or any other applicable anti-bribery laws or regulations. Vendor represents and warrants that unless disclosed to Company in a separate written statement, neither Vendor nor any of its officers, directors, employees, agents, shareholders or owners ("Affiliated Persons") are government officials nor have they been in the last five years. If at any time, Vendor and/or any Affiliated Person is named, appointed, or otherwise becomes a government official, Vendor will notify Company in writing within seven (7) business days. Vendor represents and warrants that it has not been convicted of, pleaded guilty to, or charged with any offence involving fraud, corruption or bribery in any jurisdiction or country. At its sole discretion, upon notification to Vendor, Company may terminate this Agreement effective immediately if: Company makes a good faith determination that Vendor and/or any Affiliated Person has breached the representations and warranties in this Agreement and/or otherwise has committed a violation of the FCPA, the U.K. Bribery Act and/or any other applicable anti-bribery laws; or Vendor and/or any Affiliated Person has been named, appointed, or otherwise

becomes a Government Official. In the event that Vendor breaches its obligations hereunder, Vendor shall indemnify and hold harmless Company against any and all claims, losses, damages, penalties or fines related to such breach.

14. Vendor guarantees and warrants for merchandise destined within the USA that the merchandise shall comply with the standards of Underwriters Laboratories, Inc. and of the Department or Board of Building and Safety of the city to which such merchandise may be shipped and resold, and that said merchandise will be labeled to bear this stamp of approval. Each invoice for merchandise destined within the USA must bear written certification that the goods listed thereon were produced in compliance with all applicable requirements of the Fair Labor Standards Act and regulations and orders of the United States Department of Labor. Company assumes no responsibility for delay in payment resulting from failure to comply with the above.

15. Vendor shall pay and assume any and all taxes, fees, imposts, or stamps required by law by virtue of the sale of merchandise to Company, including payment of all sums on account of Unemployment or other Social insurance (including but not limited to National Insurance where applicable) and Old Age Benefits under law.

16. Vendor covenants to keep secret, maintain in confidence and not disclose without the prior written permission of Company, any Confidential Information, as hereinafter defined, provided by Company to Vendor or developed by Vendor or third parties. "Confidential Information" shall mean any information, materials and data including, but not limited to, sketches, pictures, samples, artwork, designs, drawings, financial data, creative work and ideas, trade secrets, research, concepts, techniques, processes, procedures, plans, policies, reports, intellectual property, customer information, sales data and other materials, regardless of form. Further, the Confidential Information may not be sold, nor used in whole or in part, without the prior written consent of Company. Notwithstanding anything herein to the contrary, "Confidential Information" shall not include any information regarding "market goods" that are sold and/or distributed by Vendor to other retailers. Vendor agrees to use the Confidential Information only for the purpose of performance of work for Company, for the benefit of Company and for no other purpose. In no event shall Vendor offer for sale, distribute or disclose to any third party any Confidential Information or any product reflecting or containing any Confidential Information or any product bearing a substantially similar design, without the prior written consent of Company. Vendor agrees to protect Company's rights in the Confidential Information and ensure that no third party is permitted to appropriate or use the Confidential Information for its purposes. In the event that Vendor obtains services from any third party requiring use of the Confidential Information, Vendor will ensure that the third party maintains its confidentiality, and uses the Confidential Information only for performance of work for Company and for no other purpose. Vendor agrees to defend, indemnify and save Company harmless from all claims, losses, costs, damages or expenses (including reasonable attorney's, consultant's and experts fees and expenses) caused by, or arising out of, or attributable to Vendor's failure to keep, observe and perform, or breach of its obligations under this Agreement. In the event Vendor is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena or other process) to disclose any of the Confidential Information, it is agreed that Vendor shall provide Company with prompt written notice of such request(s) so that Company shall have the opportunity to respond in an appropriate manner, including without limitation, the opportunity to seek a protective order and/or waive compliance by Vendor with the requirements of this Agreement. Vendor agrees that Company, without prejudice to any right(s) to judicial relief or remedies otherwise available, shall be entitled to equitable relief, including an injunction, in the event of any breach by Vendor of the provisions of this Section and that Vendor shall not oppose the granting of such relief.

17. Inclusion herein of express warranties and representations by Vendor shall not be deemed a waiver of such other warranties as may be implied in law or fact or provided for by any local, foreign, domestic and other law, statute or regulation. Any warranties, express or implied, shall survive inspections, acceptance and payment by Company and Company's customers. No amendment, modification or waiver of any of the terms and conditions of this Agreement or any order shall be effective unless in writing and signed by an officer of Company. No waiver of any breach or of any terms or conditions of this Agreement or any order shall be construed a waiver of any subsequent breach of that term or condition or other term or condition of same or different nature of this or any other order or contract.

18. Discontinuance of or substantial interference with Company's business in whole or in part, by reason of fire, flood, earthquake, unusually severe weather, tempest, labor dispute including but not limited to strikes, war, act of

God, embargo, civil commotion, or governmental regulation or other cause beyond Company's control will give it the option of canceling all or any part of undelivered orders or unfilled parts thereof.

19. Each order, and any right or obligation thereunder, is not assignable without the written consent of Company, nor shall Company be under any obligation to recognize any assignment of monies payable thereunder, nor of any rights in the merchandise ordered therein, nor of any other rights arising thereunder, or to pay any monies or deliver or return any merchandise ordered thereunder to any assignee without like consent.

20. Each order and the contract arising therefrom shall be construed according to the laws of the Commonwealth of Pennsylvania without reference to conflict of laws provisions. In the event an action shall be brought under this Agreement, it shall be heard exclusively by a court of competent jurisdiction in Philadelphia County, Pennsylvania.

21. All express shipment must be marked "value not exceeding \$50," or "value not exceeding 50¢ per lb." Complete routing must be shown on invoice, bills of lading and cases. Merchandise shipped in excess of amount of order will be held subject to shipper's order or rejected at the election of Company. All back orders prepaid unless otherwise specified. Each order is hereby made subject to the basic trade provisions adopted by the NRMA, which by this reference are incorporated as a part thereof and together therewith constitute the entire contract between Company and Vendor.

22. All shipments of orders must be in strict compliance with Company's published shipping instructions. Any shipments not in compliance will be subject to handling fees and cost-reimbursements via chargebacks to Vendor's account.

23. Vendor hereby confirms receipt and understanding of Company's Code of Conduct and agrees that protecting workplace human rights is of the utmost importance. Vendor shall strictly comply with the Code of Conduct and shall ensure that all merchandise purchased by Company is manufactured and produced by factories/manufacturers that are in compliance therewith. Vendor shall audit all factories from which merchandise is purchased pursuant to this Agreement for compliance at least once per year and shall keep detailed reports of such audits which shall be delivered to Company upon demand. Vendor shall immediately notify Company upon learning of any deviation from or violation of the Code of Conduct. Failure to completely honor and follow the terms and requirements of this Section is cause for immediate termination of this Agreement and any outstanding orders without any further notice whatsoever.

24. Vendor shall not sell, transfer or otherwise dispose of any second quality merchandise, overruns, unused or rejected goods without Company's express written agreement.

25. The order cost shall be binding on Vendor notwithstanding fluctuations in exchange rates or the monetary system of any currency.

26. If any term herein or in any order is found to be unenforceable for any reason, all other terms shall remain in full force and effect.