



**PURCHASE ORDER**  
An Equal Opportunity Employer

PAGE	PO NUMBER
1 of 5	2500135817 / 6001329025
PO CREATE DATE	LAST CHANGE DATE
03.04.2024	17.04.2024

**BUYER:**

NIKE Global Trading BV Singapore Branch  
30 Pasir Panjang Road  
#10-31/32 Mapletree Business City  
Singapore 117440

Company Registration No. T16FC0027D  
GST Registration M90367331L

**SELLER: SHK**

Shahi Exports Pvt Ltd  
Arekere  
Bannerghatta Road  
560076 BANGALORE  
INDIA

**SHIP TO:**

Nike China CLC  
No. 88 Guangzhou West Rd  
Taicang  
Suzhou  
215400 JIANGSU  
CHINA

PO DOC DATE	SEASON YEAR	DIVISION PO TYPE	CURR	INCOTERMS	FACTORY LOCATION
03.04.2024	HO2024	APPAREL FIRST QUALITY	USD	FOB ORIGIN POINT	INDIA

ITEM #	MATERIAL	DESCRIPTION	DELIVERY DATE (OGAC)	MODE	ACCEPTANCE DATE
	UOM	UNIT PRICE	SIZE	QUANTITY	AMOUNT
<b>00100</b>	<b>HF6192-010</b>	<b>AS LBJ M NK TEE M90 LS</b>	<b>17.07.2024</b>	<b>Vessel</b>	<b>06.04.2024</b>
	EA	6.08 USD	S	475 Vessel	2,888.00
	EA	6.08 USD	M	1,748 Vessel	10,627.84
	EA	6.08 USD	L	2,720 Vessel	16,537.60
	EA	6.08 USD	XL	2,717 Vessel	16,519.36
	EA	6.08 USD	2XL	2,047 Vessel	12,445.76
	EA	6.68 USD	3XL	466 Vessel	3,112.88
	EA	6.68 USD	4XL	136 Vessel	908.48
	EA	6.68 USD	5XL	50 Vessel	334.00
<b>ITEM TOTAL IN USD</b>				<b>10,359</b>	<b>63,373.92</b>
<b>00200</b>	<b>HF6192-100</b>	<b>AS LBJ M NK TEE M90 LS</b>	<b>17.07.2024</b>	<b>Vessel</b>	<b>06.04.2024</b>
	EA	6.08 USD	S	22 Vessel	133.76
	EA	6.08 USD	M	54 Vessel	328.32
	EA	6.08 USD	L	85 Vessel	516.80
	EA	6.08 USD	XL	105 Vessel	638.40
	EA	6.08 USD	2XL	94 Vessel	571.52
	EA	6.68 USD	3XL	71 Vessel	474.28
	EA	6.68 USD	4XL	52 Vessel	347.36
	EA	6.68 USD	5XL	22 Vessel	146.96
<b>ITEM TOTAL IN USD</b>				<b>505</b>	<b>3,157.40</b>

This purchase order and contract is subject to and expressly conditioned upon the terms and conditions on the reverse or on subsequent pages here of and Seller agrees to be bound by them whether or not Seller has received them. If Seller has not received the terms and conditions, Seller may contact Buyer for a copy of the terms and conditions before acting on this purchase order and contract.



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00300	HF6192-100	AS LBJ M NK TEE M90 LS	24.07.2024	Vessel	06.04.2024
	EA	6.08 USD	S	242	Vessel 1,471.36
	EA	6.08 USD	M	721	Vessel 4,383.68
	EA	6.08 USD	L	1,095	Vessel 6,657.60
	EA	6.08 USD	XL	1,157	Vessel 7,034.56
	EA	6.08 USD	2XL	951	Vessel 5,782.08
	EA	6.68 USD	3XL	380	Vessel 2,538.40
	EA	6.68 USD	4XL	190	Vessel 1,269.20
	EA	6.68 USD	5XL	95	Vessel 634.60
<b>ITEM TOTAL IN USD</b>				<b>4,831</b>	<b>29,771.48</b>

<b>PURCHASE ORDER TOTAL IN USD</b>	<b>15,695</b>	<b>96,302.80</b>
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## Purchase Order Terms and Conditions

This Purchase Order, which includes these terms and conditions, is for the purchase of goods, services (including any related deliverables), or a combination thereof described as part of the Purchase Order and is issued by NIKE, Inc. or one of its affiliated companies, as identified on the face of this Purchase Order ("Buyer").

1. **Terms of Agreement.** Whichever occurs first of Supplier's (a) acknowledgment of receipt of this Purchase Order; (b) commencement of the production or supply of the goods, commencement of performance of the services, or shipment of the goods; or (c) receipt of this Purchase Order and failing to object to this Purchase Order in writing within ten days after receipt, shall be deemed to be Supplier's acceptance of this Purchase Order. Until Supplier accepts this Purchase Order, this Purchase Order is only an offer and not an acceptance of any offer or proposal from Supplier, and any reference to Supplier's quotation, bid or proposal in this Purchase Order will not be deemed an acceptance by Buyer of any term, condition, or instruction contained in that document. This Purchase Order does not constitute a firm offer and may be revoked at any time by Buyer prior to acceptance. This Purchase Order, together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, attached, or incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, understandings, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order. Buyer hereby rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order, and irrespective of Buyer's acceptance of or payment for Supplier's goods and/or services, and even if Supplier's acceptance of this Purchase Order purports to make its acceptance conditional on the incorporation of inconsistent, additional, or different terms. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. No change to or modification of this Purchase Order will be binding upon Buyer unless it is in writing, specifically identifies that it is amending this Purchase Order, and is signed by an authorized representative of Buyer and Supplier. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design, technical requirement, or any other type of requirement applicable to this Purchase Order, Supplier will immediately notify and submit the matter to Buyer. Notwithstanding anything herein to the contrary, if a master agreement covering the goods and/or services described in this Purchase Order exists between Supplier and Buyer, then the terms of such master agreement shall prevail over any inconsistent terms herein.

2. **Delivery.** All goods are sold D.D.P. Destination (i.e., the "Ship To" location(s) specified on the face of this Purchase Order). Time is of the essence. Delivery of goods or other performance must be completed within the time limits specified in this Purchase Order or, if none are specified, Supplier will offer its best delivery date(s), which will be subject to acceptance by Buyer. Unless otherwise directed, all goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate. Buyer reserves the right to reject, at no expense to Buyer, all or any part of any delivery that varies from the quantity authorized by Buyer for shipment. Supplier will not make any substitutions without Buyer's prior written approval. Supplier will preserve, pack, package and handle the goods so as to protect the goods from loss or damage and in accordance with best commercial practices in the absence of any specifications that Buyer may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal. Buyer will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any goods shipped under the Purchase Order until received and accepted by Buyer. All containers or shipping packages of goods will be properly marked for identification per the instructions on this Purchase Order and contain a packing slip that details, at a minimum, the Purchase Order number(s), product part number, detailed product description, total number of boxes in the shipment, quantity of product shipped, and final delivery address. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Delivery shall be deemed to be complete only when the goods have been actually received at their destination by Buyer and the services have been fully performed and accepted by Buyer. Whenever anything delays or threatens to delay the timely performance of this Purchase Order, whether for the provision of goods or services, Supplier must immediately notify Buyer in writing of all the relevant information with respect to such delay. If delivery or performance is not timely completed, Buyer may reject any or all of the goods and services and may cancel all or any part of this Purchase Order. In the event of such cancellation, in addition to any other remedies available in equity or at law, Supplier shall refund any payments made by Buyer as of the time of the cancellation, reimburse all of Buyer's costs, and pay Buyer all of Buyer's incidental and consequential damages. Any provisions herein for delivery of goods or performance of services by installment shall not be construed as making the obligations of Supplier severable. Supplier shall not be excused by unexpected difficulty or commercial impracticality of any degree.

3. **Acceptance of Goods and Services.** The goods shall not be deemed to be accepted until Buyer notifies Supplier in writing that the goods have been received at their destination and inspected or tested, and that they conform to all specifications in this Purchase Order (the "Acceptance Date"). Payment for goods or services shall not constitute acceptance. In addition to any other remedies available under law, Buyer may reject goods or services, require prompt repair or replacement of goods or, re-performance of services, or accept any nonconforming goods or services with an equitable adjustment in price. Buyer may at any time revoke acceptance or pursue other remedies if nonconformities are discovered, even if the nonconformities could have been discovered upon testing or inspection. Acceptance shall not relieve Supplier from its responsibility under any warranty. The risk of loss or damage shall remain with Supplier until the Acceptance Date. Buyer will hold any goods rejected under this Purchase Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges Buyer incurs on Supplier's behalf. Buyer may, in its sole discretion, destroy or sell at a public or private sale any rejected goods for which Buyer does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any shortage charges.

4. **Warranties.** In addition to all other warranties, express and implied, Supplier expressly warrants that all goods (including all replacement or corrected goods or components which Supplier furnishes pursuant to this warranty) and services shall: (a) be free from all liens, security interests, charges, encumbrances, or claims; (b) not infringe any patent, published patent application, or any other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information; (c) not contain harmful code, such as any software designed to disrupt, disable, harm or impede operation, including, but not limited to, viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices; (d) conform to all specifications, drawings, designs, quality control plans and any other descriptions, as applicable, incorporated in this Purchase

Version: 09-2016

Order or, in the case of goods, without limiting the foregoing, conform to any samples supplied by Supplier or by Buyer; and (e) be produced or performed in compliance all applicable laws, regulations, standards, rules and orders of applicable federal, state, and local governmental authorities, whether domestic or foreign, including without limitation those governing safety, health, labor, hazardous substances and sanitation. Without limiting the foregoing, Supplier also expressly warrants that all goods shall: (i) be of merchantable quality, of good material and workmanship, and free from defects in design, materials and workmanship for a period that begins on the date of delivery and expires (1) 36 months from the Acceptance Date, or (2) the expiration of Supplier's warranty period, whichever occurs later; and (ii) be fit for the purposes for which goods of that type are ordinarily used as well as for any purposes Supplier has made known to the public or to Buyer or that Buyer has made known to Supplier. Supplier hereby assigns to Buyer the benefit of all warranties given by any persons from whom Supplier purchased any goods or services. If the goods or services are defective in any way or fail to conform in any respect to the warranties of this Purchase Order, Supplier shall at its own expense within a reasonable time after notice, repair, replace or correct any nonconforming or otherwise defective goods or services. In addition to the costs of repairing, replacing or correcting the nonconforming or defective goods or services, Supplier will be responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, re-inspection and retrofit of the nonconforming or defective goods or services, all freight charges, all customer charges, all corrective action costs (i.e., costs of additional inspection or quality control systems), and all reasonable expenses incurred by Buyer in connection with Supplier's breach of warranty and in enforcing its warranty rights (including, but not limited to, its reasonable attorney fees at trial and on appeal). Unless set off by Buyer, Supplier will reimburse Buyer for all such costs upon receipt of Buyer's invoice. Claims for breach of warranty do not accrue until Buyer's discovery of noncompliance or defect, even if the goods and services were previously inspected. The warranties provided herein are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance or defect. These warranties, and all other warranties, express or implied, survive Supplier's delivery to Buyer, and Buyer's inspection, acceptance and payment of the goods and services.

5. **Compliance with Laws.** Supplier represents and warrants to Buyer that it complies, and will continue to comply, with all applicable international, foreign, and U.S. federal, state and local laws, rules and regulations, including, but not limited to, all applicable laws and regulations pertaining to privacy and confidentiality in performing its obligations under this Purchase Order. Supplier will at all times conduct its business in an ethical manner. Without limiting the foregoing, Supplier will not: (1) directly or indirectly through a third party, offer, pay, promise, or authorize the offer or payment of, any financial or other benefit or advantage, or anything of value, to any person (a) to improperly obtain a business advantage or to obtain or retain business, (b) to induce the person to perform any function or activity improperly, or to provide a reward for doing so, or (c) to corruptly influence, directly or indirectly, any act or decision of any government official, employee, candidate for public office, or political party; and will not (2) (a) act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Supplier, a third party, Buyer, or any of their respective affiliates, officers, or employees in retaining or obtaining business or in providing goods or services to Buyer, or (b) violate, nor take any other action that would cause Buyer to be in violation of, U.S. export control and economic sanctions laws, including, but not limited to, the U.S. Department of Commerce's Export Administration Regulations and the economic sanctions programs administered by the U.S. Department of Treasury. Supplier represents and warrants that, unless exempt, it complies, and will continue to comply, with the requirements of U.S. Executive Orders 11246, 13496 and 13672, Section 503 of the Rehabilitation Act, the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA), and the implementing regulations found at 41 CFR Part 60 and 29 CFR Part 471, each as amended. These Executive Orders, statutes and regulations prohibit discrimination against qualified individuals based on their status as protected U.S. veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or any other protected status. Moreover, the regulations require that covered federal contractors and subcontractors (i) include certain wording in their contracts and take affirmative action to employ and advance in employment qualified veterans and individuals with disabilities (see 41 CFR §§ 60-1.4, 60-300.5 and 60-741.5), and (ii) post the employee labor rights notification required by 29 CFR Part 471, Appendix A to Subpart A (see 29 CFR § 471.2(b)). Supplier will also comply with 41 CFR § 61-300.10 regarding veterans' employment reports. Supplier's failure to comply with this Section 5 shall constitute a material breach of this Purchase Order.

6. **Import/Customs Compliance.** Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, anti-dumping duties, or retaliatory duties on the goods or deliverables imported under this Purchase Order, Buyer reserves the right to terminate this Purchase Order in accordance with Section 16 (Termination) of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by Buyer due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

7. **Software.** If software products are listed in the Purchase Order, or if the goods or services deliverables include computer programs, software or firmware of any kind (collectively, "Software"), Supplier hereby grants to Buyer a perpetual, nonexclusive, royalty-free license to install, integrate, configure, operate, and use the Software for any purpose on any equipment or hardware, to copy the Software, to copy and use any related documentation and training materials, and to use any tool designed to create license-specific configurations. The price stated in the Purchase Order shall be or shall be deemed to include a one-time license fee, and all terms of this Purchase Order shall apply as if the license were a purchase. However, if the Software is developed for or modified according to the specifications of Buyer, then Section 8 (Ownership) below applies.

8. **Ownership.** Except as provided in Section 7 (Software) above regarding standard "off-the-shelf" (non-customized) software, Buyer shall be the sole and exclusive owner of all tangible or intangible products, materials, and any other things that are delivered by Supplier or developed by Supplier in connection with the performance of any services. The services performed under this Purchase Order shall be deemed to be a work made for hire and made in the course of the services rendered. For purposes of this Section 8, the term "developments" means (a) all ideas, designs, patterns, specifications, prototypes, concepts, processes, methods, algorithms, formulas, techniques, or inventions, whether or not patentable, and all works of authorship, and (b) all related patents, copyrights, trademark rights, trade dress rights, and other intellectual property rights. Buyer will own all developments that are (i) made, created, discovered, or reduced to practice in performing services, or (ii) created based upon Buyer's confidential information. To the extent that exclusive title or ownership rights in the developments may not originally vest in Buyer as contemplated hereunder, Supplier hereby irrevocably assigns, and agrees to assign to Buyer exclusively,

Version: 09-2016

without any further compensation, all present and future right, title and interest in and to the developments and related intellectual property rights, and the developments and their related benefits will immediately and automatically be the sole and absolute property of Buyer. Supplier will execute and deliver to Buyer all documents necessary to perfect, document or evidence Buyer's right, title and interest in and to each development. Supplier hereby irrevocably designates Buyer and its agents as Supplier's attorneys-in-fact, to act for and on its behalf to execute and file such documents. Unless otherwise specified in this Purchase Order, Supplier will obtain and assign to Buyer a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use any third party intellectual property rights incorporated into, required to use, or delivered with the developments. Supplier will deliver copies of the above releases and licenses to Buyer upon Buyer's request.

9. **Confidentiality; Data Security; Publicity Restrictions.** All information, including, without limitation, Buyer's or its affiliates' specifications, samples, drawings, materials, know how, designs, trade secrets, processes, strategies, other technical, business or financial information (including cost, pricing, profit, marketing, production or forecast information), all Buyer Data (as defined below), and information pertaining to Buyer's or its affiliates' consumers or personnel (including any personal information), customers, suppliers, and business partners, that: (a) has been or will be supplied to Supplier under or in connection with this Purchase Order by or on behalf of Buyer, or (b) Supplier will design, develop or create for Buyer in connection with this Purchase Order are deemed to be "Confidential Information" of Buyer. Buyer's Confidential Information will remain the property of Buyer, may not be used by Supplier for any purpose other than for performing this Purchase Order, and will be, at Buyer's sole option, returned to Buyer or destroyed with certification by Supplier of the destruction upon the earlier of Buyer's written request or completion of this Purchase Order. Supplier will hold all of Buyer's Confidential Information in strict confidence and will not disclose, without Buyer's prior written approval, any of Buyer's Confidential Information to any person other than to Supplier's representatives (e.g., Supplier's affiliates, Supplier or its affiliates' employees, agents, consultants, advisors and other representatives) who (a) have a "need to know," (b) have been advised of the confidential and proprietary nature of Buyer's Confidential Information, and (c) are bound by confidentiality and use restrictions that are at least as restrictive as those described in this Section 9. Supplier will be liable for all of the actions or omissions of Supplier's representatives in connection with Buyer's Confidential Information, and will take any action, legal or otherwise, to cause its representatives to comply with the terms of this Section 9. Buyer will protect Buyer's Confidential Information by using the same degree of care that Supplier would exercise regarding its



own confidential information, but not less than reasonable care. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Buyer's purchase of goods or services hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order. If Buyer and Supplier have entered into a Non-Disclosure Agreement ("NDA"), which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order. Supplier acknowledges and agrees that, as between Buyer and Supplier, Buyer is and will remain the exclusive owner and controller of all data provided to Supplier under or in connection with this Purchase Order ("Buyer Data"). Supplier will access, use, or otherwise handle Buyer Data only as necessary to perform its obligations under this Purchase Order and not for the benefit of Supplier, any of Supplier's affiliates or any third party. Supplier will keep and maintain Buyer Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure of Buyer Data. Supplier will implement and maintain reasonable administrative, technical, physical safeguards to protect Buyer Data, as appropriate to the nature and scope of Supplier's activities and services, and as reasonably requested by Buyer. Supplier will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated, and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Buyer Data. Supplier will only allow persons with a need to handle Buyer Data in order to perform the services or provide the goods under this Purchase Order or to perform Supplier's other obligations under this Purchase Order to access or handle Buyer Data, and Supplier will remain responsible for any such handling of Buyer Data by Supplier's affiliates, officers, employees, agents, subcontractors, or other representatives. If Supplier becomes aware, or reasonably believes, that Buyer Data may have been accessed or acquired by an unauthorized party, Supplier will promptly notify Buyer via email with a read receipt to SecurityOperations.Center@nike.com and a subject line including the words "Security Event" with a copy to Supplier's primary business contact(s) within Buyer. Supplier will fully cooperate with Buyer and its representatives to investigate and remediate any such unauthorized access to or acquisition of Buyer Data. Supplier will not: (a) disclose to any other person the existence or monetary value of this Purchase Order; (b) make any public announcement regarding Supplier's association with Buyer; (c) use Buyer's or Buyer's affiliates' name or any other trademark, service mark, logo or copyright-protected work (whether or not registered) in any of Supplier's promotional materials, marketing activities or elsewhere; (d) identify Buyer or any of Buyer's affiliates on Supplier's customer list or website (or on any other person's website that identifies Supplier) or in any metatags or key words for those websites; or (e) include a hyperlink from any website maintained by Supplier to any website of Buyer or Buyer's affiliates.

10. Indemnity. Supplier will defend Buyer, Buyer's affiliates, and their respective officers, directors, shareholders, employees and agents against all claims, demands, lawsuits, and other actions, and will indemnify and hold such parties harmless against all losses, damages (including personal injury, sickness, death or property damage), expenses (including attorney fees in a bankruptcy or any other proceeding, at trial and on appeal), and other liabilities of any kind or nature, of or to any person or entity (including Buyer), whether in contract, tort, or otherwise, to the extent based on an allegation of, or arising from: (a) negligent act or omission of the Supplier, its affiliates, or their officers and directors, employees or agents, or of the fraud, gross negligence or willful misconduct of such parties; (b) infringement, misappropriation or other violation of any person's intellectual property rights by any goods, services, or developments; (c) a breach by Supplier of this Purchase Order; (d) violation of applicable law by Supplier, its affiliates, or their officers, directors, employees or agents; or (e) a claim that Buyer or any affiliate of Buyer is the employer, co-employer, or joint employer of any of Supplier's employees, principals, or contractors, or that such individuals are otherwise entitled to employment-related benefits.

11. Liability. Notwithstanding anything to the contrary in this Purchase Order, Buyer will not be liable to Supplier with respect to the subject matter of this Purchase Order under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess in the amount Buyer paid to Supplier in the six months preceding the event or circumstance giving rise to such liability. In no event will Buyer be liable to Supplier for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, this Purchase Order, whether or not Buyer was advised of the possibility of such damage. These limitations of liability will apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

Version: 09-2016

12. Insurance. Supplier shall obtain, at Supplier's expense, and keep in effect during the term of this Purchase Order, commercial general liability insurance applicable to liability arising out of premises, operations, products, completed operations, contractual liability including tort liability of another assumed in a business contract, including bodily injury or death, property damage, independent contractors, personal injury and advertising injury, along with associated defense costs, as well as any of Buyer's property in the care, custody or control of Supplier, with limit of not less than US\$2,000,000 each occurrence and US\$4,000,000 aggregate. If this Purchase Order involves the performance of services, Supplier shall also obtain and keep in effect (1) workers' compensation insurance with statutory liability limits, employer's liability insurance with a liability limit of at least US\$1,000,000 and (2) automobile liability insurance (including owned, non-owned, and hired vehicles) with a liability limit of at least US\$1,000,000. If Supplier is providing professional services to Buyer, Supplier shall maintain Professional Liability/Errors and Omissions insurance with a liability limit of at least US\$5,000,000. In the event Supplier will be receiving, collecting, or otherwise handling any Buyer Data in connection with this Purchase Order, then Supplier shall maintain Cyber and Network Liability insurance with a liability limit of at least US\$10,000,000. Any limits specified in this section may be achieved through a combination of primary and umbrella policies. Coverage shall be written by insurance companies which are satisfactory to Buyer and S&P A rated or higher. All policies, except for workers compensation, Errors and Omissions, and employer's liability, shall be endorsed to name NIKE, Inc., its directors, officers, employees, agents, and all subsidiaries as additional insureds and all policies except Errors and Omissions and Cyber and Network Liability insurance shall be written on an occurrence basis. All insurance policies shall provide Buyer with 30 days advance written notice of cancellation. Upon submission of this Purchase Order, and thereafter as the insurance policies renew, and on request, Supplier will furnish Buyer with certificates evidencing such coverage. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations of this Purchase Order.

13. Independent Contractor. Nothing in this Purchase Order will be construed to (a) create a joint venture or partnership or (b) establish a relationship of principal and agent or of employer and employee, or any other relationship other than that of independent contractor and customer. Neither party will represent the other party in any capacity, bind the other party to any contract, or create or assume any obligation on behalf of the other party for any purpose whatsoever, except as expressly authorized by this Purchase Order.

14. Personnel Supplier represents and warrants that all of its employees and subcontractors will hold at all times any permits or licenses required to perform any services or provide any goods and will be appropriately screened for fitness. Supplier retains sole and absolute discretion in (a) the hiring, dismissal and promotion of its personnel and (b) the manner and means of carrying out its obligations under this Purchase Order. Supplier will be solely responsible for all aspects of human resource management relating to its personnel, including but not limited to: recruiting, hiring, training, disciplining and discharging individuals, as appropriate; controlling the working conditions of such individuals and the safety of their workplace; preparing and maintaining all necessary personnel and payroll records, calculating and paying wages and benefits (including vacation and holiday pay, if applicable); withholding and/or remitting taxes and other governmentally mandated charges; making unemployment contributions; and handling unemployment and workers' compensation or other injury claims.

15. Changes. Buyer reserves the right at any time to make changes to any one or more of the following: (a) specifications, where the goods or services are to be specially manufactured or customized for Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and (e) quantities of goods. If any change described above results in an increase or decrease in the cost of or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both; provided, however, that (1) any claim by Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within 10 business days after receipt by Supplier of Buyer's request for change; and (2) Purchase Order price increases or extensions of time for delivery shall not be binding on Buyer unless this Purchase Order is modified in writing in accordance with the terms and conditions of this Purchase Order. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

16. Termination. Buyer may, with or without cause and at any time, terminate this Purchase Order in whole or in part by written notice to Supplier. In the event that such termination is without cause, Supplier may bill Buyer for goods and services actually provided to Buyer and accepted by Buyer as of the date of termination, and may recover its reasonable, direct out-of-pocket costs incurred prior to the effective date of termination, to the extent Supplier could not have mitigated such losses. Supplier shall not be entitled to, and hereby waives, any other claims. In any event, the total sum payable upon termination shall not exceed the Purchase Order price reduced by payments previously made. Any obligations or duties which, by their nature, extend beyond the expiration or termination of this Purchase Order shall survive the expiration or termination of this Purchase Order.

17. Invoices, Cash Discounts and Charges. Supplier's invoice shall show the following information: Buyer's Purchase Order number, description of the goods and services, cash discount period, point of shipment, and point of destination. Cash discount periods will be calculated from the Acceptance Date or the date Buyer receives a correct invoice, whichever occurs later. No interest, service charges, or finance charges shall be assessed to Buyer or accrue on Buyer's account. Unless otherwise specified in the Purchase Order, the price for the services and goods includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Buyer's request, break-out from the price all such taxes and other charges, in its invoices. Supplier warrants that the prices charged for any goods delivered under this Purchase Order are the lowest prices charged by Supplier to any of its external customers for similar volumes of similar goods. If Supplier charges any external customer a lower price for a similar volume of similar goods, Supplier must notify Buyer and apply that price to all goods ordered under this Purchase Order. If at any time prior to full performance of this Purchase Order, Buyer notifies Supplier in writing that Buyer has received a written offer from another supplier for goods similar to those to be provided under this Purchase Order at a price lower than the price set forth in this Purchase Order, Supplier is obligated to immediately meet the lower price for any undelivered goods. If Supplier fails to meet the lower price, Buyer, at its option, may terminate the balance of this Purchase Order without liability. Supplier shall maintain complete and accurate records of all financial transactions associated with this Purchase Order, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Purchase Order. Supplier shall retain such records for four (4) years after final payment, or longer if required by law. Authorized representatives of Buyer may inspect and copy records pertaining to this Purchase Order at the Supplier's business office during normal business hours. Supplier shall include this audit provision in any subcontracts that it may issue under, or in connection with, this Purchase Order.

Version: 09-2016

18. Taxes. Supplier warrants that the price of the goods and services includes all federal, state and local sales and use taxes, ad valorem taxes, tariffs, duties, commissions or other charges, whether domestic or foreign, imposed on the goods or services, or any part of the transaction in this Purchase Order. Supplier shall timely pay all taxes to the appropriate authorities and properly file all tax returns. Supplier agrees to defend, indemnify, and hold harmless Buyer for and against any such taxes (including penalties and interest) that Buyer may be required to pay.

19. Security Agreement. To the extent Buyer has made any payments to Supplier, Supplier grants to Buyer a continuing security interest in all or any part of the goods, whether or not completed, that are identifiable to this Purchase Order. Supplier agrees to execute and deliver at Buyer's request, any documents, instruments, or filings necessary to evidence or perfect this security interest or to obtain priority over any competing security interest in such goods. A copy of this Purchase Order may be filed as a financing statement, in which case Supplier is the debtor and Buyer is the secured party.

20. Assignment. Supplier may not assign any or all of its rights under, or otherwise transfer, this Purchase Order. For purposes of this Section 20, the following will be deemed to be an assignment: any change in control in a majority ownership interest in Supplier, whether in one or a series of related transactions, and whether by stock sale, gift, merger (including a reverse triangular merger), operation of law (including without limitation the death or bankruptcy of an owner of Supplier or the bankruptcy of Supplier) or otherwise. Supplier may not delegate any of its duties, except to a subcontractor that was approved by Supplier in writing. In the event of any assignment or subcontracting arrangement, Supplier shall remain liable and responsible for the assignee's or subcontractor's performance. Any assignment of monies due under this Purchase Order without Buyer's written consent is void, and the assignee shall acquire no rights against Buyer. This Purchase Order shall inure to the benefit of and bind the parties, their successors and permitted assigns. There shall be no restriction on the resale, assignment or transfer by Buyer of the goods or services.

21. Waiver. A party's delay or failure to enforce or insist on strict compliance with any provision of this Purchase Order shall not constitute a waiver or otherwise modify this Purchase Order. A party's waiver of any right or remedy on one occasion will not: (a) waive any other right, (b) constitute a continuing waiver, or (c) waive that right on any other occasion.

22. Modification. This Purchase Order may be amended only by a written instrument, which is specifically identified as amending this Purchase Order and is signed by the parties. Supplier acknowledges and agrees that any invoice, any shrink-wrap agreement or EULA of Supplier or of its licensors, or other standard form which purports to govern the acquisition of goods, the provision of services, or the licensing of software, will be ineffective to modify this Purchase Order and will not be binding against Buyer. In the case of terms set forth on a website, clicking on a website acceptance button will not constitute a party's consent to amendment.

23. Severability. If a court of competent jurisdiction or arbitrator finds any term of this Purchase Order to be invalid or otherwise unenforceable, then such invalidity or unenforceability will not affect the validity of any other provision of this Purchase Order, and the rest of this Purchase Order will remain in full force and effect unless enforcement of this Purchase Order without the invalidated provision would be grossly inequitable under all of the circumstances or would frustrate the primary purposes of this Purchase Order. Alternatively, if a court, arbitrator, or arbitration panel determines that any provision of this Purchase Order is not enforceable as expressly written, it is the intention of the parties that those provisions be modified by the court, arbitrator, or arbitration panel only as is necessary for them to be enforceable.

24. Governing Law; Forum Selection. This Purchase Order shall be interpreted under, and any disputes arising out of this Purchase Order will be governed by, the laws of the state of Oregon, U.S.A., without regard to



principles of conflicts of law. The parties specifically waive application of the U.N. Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the jurisdiction of the courts located in Oregon in connection with all actions arising out of or in connection with this Purchase Order, and waives any objection that such venue is an inconvenient forum. Supplier further agrees that it will not initiate any action against Buyer or any of its affiliates in any other jurisdiction.

25. Force Majeure. Except as otherwise provided in this Purchase Order, non-performance of this Purchase Order will be excused for that period of time during which performance by a party is made impossible due to (a) severe natural disaster or act of God (tornado, hurricane, flood, earthquake or tsunami), (b) war, act of terrorism, or riot, (c) epidemic or pandemic, or (d) other similarly catastrophic and unforeseeable event or condition beyond the reasonable control of such party; provided that (i) such party notified the other party in writing immediately, describing the event or condition and its effects and proposing reasonable adjustments to the schedule, as applicable; (ii) the delay could not have been prevented by reasonable precautions; and (iii) only for as long as the affected party makes best efforts to resume performance. During the period of non-performance, the party that is not affected by the event or condition may suspend its own performance.

26. Waiver of Right to Jury Trial. Supplier, as a condition to transacting business with Buyer, hereby waives and relinquishes any right to a jury trial it may now or hereafter have in any dispute arising out of or relating to this Purchase Order.

Version: 09-2016