

# TRUE RELIGION®

## TRUE RELIGION PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions (these “**Terms and Condition**”) are a part of each purchase order (a “**Purchase Order**”) submitted by Guru Denim Inc., a California corporation (together with its affiliates, successors, and assigns, “**True Religion**”) to any supplier, vendor, manufacturer, contractor and/or subcontractor (“**Vendor**”).

1. **ORDER AND ACCEPTANCE.** True Religion may, in its sole discretion, issue Purchase Orders to Vendor for the purchase from Vendor of certain products (“**Products**”) or the performance of certain work (“**Services**”). Vendor shall acknowledge a Purchase Order within three (3) business days of Vendor’s receipt of such Purchase Order. All Purchase Orders shall become legally binding upon Vendor if expressly acknowledged by Vendor or if True Religion does not receive a written rejection of such Purchase Order within three (3) business days of Vendor’s receipt of such Purchase Order. Acceptance of a Purchase Order, shipment of Products or performance of work in connection therewith, or performance of any Services constitutes Vendor’s agreement to: (i) the applicable Purchase Order, and (ii) these Terms and Conditions (collectively, the “**PO Terms**”). In the event of a conflict between these Terms and Conditions and the Purchase Order, the Purchase Order will control. ACCEPTANCE BY VENDOR IS LIMITED TO THE PO TERMS. TRUE RELIGION OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN VENDOR’S ACCEPTANCE OR ANY OTHER DOCUMENT OR FORM TRANSMITTED ON BEHALF OF VENDOR, UNLESS TRUE RELIGION’S WRITTEN CONSENT IS FIRST OBTAINED. TRUE RELIGION’S OBJECTION TO DIFFERENT OR ADDITIONAL TERMS SHALL NOT BE WAIVED BY ACCEPTANCE OF ANY PRODUCTS OR SERVICES OR BY PAYMENT OF ANY INVOICE. All dollar amounts on Purchase Orders and as used herein are in United States Dollars unless explicitly stated otherwise. No orders are given by True Religion except by an official Purchase Order. In the event Vendor is unable to deliver any part or all of the Products or Services, Vendor agrees to notify True Religion immediately. Such notice will not limit the remedies available to True Religion or the liability of Vendor for nonperformance.

2. **PRICES; PAYMENT; TAXES.** Prices for Products and Services are as stated in the Purchase Order. Any variations from the prices stated in the Purchase Order, or additional charges of any kind, unless approved by True Religion in writing in advance, will not be charged or otherwise invoiced to True Religion. Vendor shall deliver to True Religion an invoice for Products or Services delivered hereunder and True Religion shall pay the undisputed portion of such invoice within thirty (30) days following its receipt thereof, unless otherwise set forth on the Purchase Order. Unless otherwise set forth in the Purchase Order, prices are “gross” and shall include all sales, use, gross receipts, or other taxes imposed on the sale, delivery or use of Products or Services furnished hereunder, which Vendor must pay. True Religion will not be responsible for costs, charges, or liabilities related to Products manufactured or Services performed in advance of the issuance of a Purchase Order for such Products or Services.

3. **DISPUTES; OFFSETS.** True Religion may dispute any invoice at any time and withhold payments accordingly. True Religion may withhold or offset against any payments due to Vendor any Losses (as defined below) caused by Vendor’s breach of the PO Terms or with respect to any other amounts Vendor owes to True Religion. Payment of an invoice does not limit True Religion’s right to reject or revoke acceptance of Products or Services delivered by Vendor.

4. **ORDER CHANGES OR CANCELLATIONS.** True Religion may cancel or change any order (including but not limited to the specifications, designs, drawings, packaging, methods of shipment, quantities, place of delivery, delivery schedules, or prices), without penalty, by giving Vendor reasonable prior notice. If any change requested by True Religion causes an increase or decrease in the costs of, or the time required for Vendor’s performance, an equitable adjustment may be made in the price or delivery schedule, or both, provided (i) a written request for such an adjustment is made to True Religion within ten (10) business days from the date of Vendor’s receipt of notice making the change, and (ii) the applicable Purchase Order is modified accordingly by written change order. Nothing contained herein relieves Vendor from proceeding, without delay, with fulfilling the Purchase Order, as changed. Without limitation of any of the remedies contained in the PO Terms, True Religion may cancel any Purchase Order immediately upon Vendor’s material breach of the PO Terms or True Religion’s reasonable belief that Vendor is or will be unable to perform its obligations under such Purchase Order (including, but not limited to, any failure to perform due to bankruptcy or insolvency). In the event of any such cancellation, True Religion, without prejudice to any other legal or equitable remedies available to it, shall have the right: (a) to refuse to accept delivery of any and all Products or Services; (b) to return to Vendor any and all Products already accepted and to recover from Vendor

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all payments made for such Products (and for freight, storage, handling and other expenses incurred by True Religion in connection therewith); and (c) to purchase Products or Services from a third party and charge Vendor with any resultant Losses, including, without limitation, consequential or incidental damages (e.g., the incremental cost of purchasing the Products or Services from such third party). True Religion may also immediately cancel or change any order as a result of Vendor's failure to ship in full on or before the applicable ship date set forth in the Purchase Order. Upon cancellation of a Purchase Order by True Religion for any reason, Vendor will refund to True Religion any deposits, down payments, or other advance payments (except for Products or Services already delivered and accepted by True Religion). Upon cancellation of a Purchase Order by True Religion for any reason, unless instructed otherwise by True Religion, Vendor will immediately return to True Religion any raw materials, sub-assemblies, intermediate assemblies, or sub-components provided to Vendor by True Religion or a third party at True Religion's request or owned by True Religion in Vendor's possession at the time of True Religion's cancellation.

5. **QUALITY AND INSPECTION.** Products and Services must be of the quality and meet the specifications set forth in the PO Terms. All Products and Services furnished under any Purchase Order may, in True Religion's sole discretion, be subject to inspection and testing by representatives of True Religion, its customers or agents. Vendor hereby assumes, and will bear and pay, all risks and expenses of unpacking, examining, repacking, storing, inspecting, repairing, holding, and reshipment of any disputed shipment, and must reimburse True Religion for its total costs for rejected goods. Additionally, True Religion reserves the right, without incurring any liability, to setoff or reduce all claims for money due or to become due from True Religion to Vendor. Payments for Products or Services prior to inspection shall not constitute acceptance and True Religion reserves the right to hold for Vendor or return to Vendor, at Vendor's expense, any rejected Products. True Religion's inspection, discovery of any breach of warranty, failure to make an inspection, or failure to discover any breach of warranty does not constitute a waiver of any of True Religion's rights or remedies whatsoever.

6. **WARRANTIES; COMPLIANCE WITH LAWS.** Vendor represents and warrants that it has the right and authority to enter into and perform under the PO Terms, and that it has obtained, or shall obtain when required, all permits and licenses necessary to perform under the PO Terms. Vendor must at all times act in accordance with the PO Terms and all applicable federal, state, provincial and local laws, statutes, rules, regulations, ordinances, and codes including, without limitation, anti-corruption, wage and labor, occupational health and safety, laws of the exporting, importing and manufacturing country (collectively, "**Laws**"). Vendor further warrants that all Products or Services furnished by or on behalf of Vendor (i) will conform to applicable specifications and instructions provided by True Religion, including those specified in the PO Terms, drawings, data and samples, (ii) will be merchantable, (iii) will be of good material and workmanship and free from defects, (iv) will be fit and sufficient for the purposes intended, (v) will be with good title, free from all liens, security interests and other, encumbrances, (vi) will not violate, misappropriate, or infringe any patent, trademark, service mark, copyright, trade name, trade dress, trade secret or other intellectual property or third party right existing anywhere in the world, (vii) will be manufactured, packaged, labeled, tagged and invoiced in compliance with all applicable Laws, including without limitation, requirements of the Consumer Product Safety Act, Fair Packaging and Labeling Act, Federal Hazardous Substances Labeling Act, Textile Fiber Products Identification Act, Wool Products Labeling Act, Flammable Fabrics Act, Fur Products Labeling Act, Consumer Product Safety Identification Act, any applicable Federal Trade Commission and Consumer Product Safety Commission rules and regulations, Federal Trade Commission regulations regarding care instructions and compliance, U.S. Customs country of origin and textile regulations, C-TPAT regulations and state, provincial or local law (if any) analogues to all of the above, and (viii) without limitation of (vii) above, will be in full compliance with California Proposition 65 (Calif. Health & Safety Code 25249.5-25249.13) and its implementing regulations (22 Calif. Code Reg. § 12000 et seq.), including that the goods do not contain chemicals known to the State of California to cause cancer or reproductive toxicity or that the quantity of the chemical(s) in question is in compliance with all applicable Laws, such as California Proposition 65. These warranties are in addition to all other warranties, expressed or implied, and survive acceptance of and payment for any and all Products or Services ordered, and the warranties inure to True Religion, its successors, assigns, customers and users of its products.

7. **SHIPMENT; DELIVERY.** Vendor shall pack, mark and ship all Products in accordance with the PO Terms and any other specifications provided by True Religion. Products shall be delivered to True Religion or the ship-to address specified by True Religion in the applicable Purchase Order. Except as otherwise set forth in the applicable Purchase Order, if Vendor ships products solely within the United States of America, Vendor shall deliver the

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products FOB (as defined in the California Commercial Code) Destination and title and risk of loss to the Products shall pass to True Religion when Vendor delivers the Products to the destination listed on the Purchase Order. Except as otherwise set forth in the applicable Purchase Order, for all other shipments, (i) Vendor shall deliver the Products FCA (as defined by the International Commercial terms 2010) Destination and title and risk of loss to the Products shall pass to True Religion when Vendors delivers the Products to the destination listed on the Purchase Order and (ii) Vendor shall obtain at its own risk and expense any export license or other official authorization necessary for the export of the Products and shall carry out, where applicable, all customs formalities necessary for the export of the Products. Time of delivery is of the essence, however, True Religion has the right to request Vendor to reasonably delay or accelerate any particular shipment, and Vendor must use best efforts to accommodate any such request.

8. **NO MINIMUM GUARANTY; NO EXCLUSIVITY; NO PROMISES OF FUTURE WORK.** Notwithstanding anything to the contrary contained in any prior agreement, nothing contained herein shall obligate True Religion to buy or order any minimum amount of Product or Services for any minimum amount of time. Accordingly, True Religion shall be permitted to (i) stop issuing Purchase Orders and/or (ii) terminate its relationship with Vendor, in each case at any time and for any reason. In the event True Religion terminates its relationship with Vendor, True Religion shall have no further liability or obligation to Vendor of any kind except to pay for previously ordered Products or Services in accordance with the terms hereof. Furthermore, it is hereby agreed and acknowledged that the Products and Services are being purchased by True Religion on a non-exclusive basis, and therefore, True Religion shall be permitted to obtain such Products and/or Services from, and/or enter into similar agreements with, third parties at any time. VENDOR EXPRESSLY WAIVES ANY CLAIM IT MAY HAVE AGAINST TRUE RELIGION WHICH IS BASED IN WHOLE OR PARTY UPON A CLAIM OF EXPECTATION OF OR RELIANCE ON CONTINUING, FUTURE OR ANY GUARANTEED WORK WHATSOEVER. VENDOR FURTHER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY PROMISE, REPRESENTATION OR INDUCEMENT OF FUTURE, MINIMUM OR GUARANTEED WORK TO ENTER INTO OR CONTINUE FULFILLING ORDERS UNDER THESE TERMS AND CONDITIONS. VENDOR FURTHER EXPRESSLY ACKNOWLEDGES THAT NO PERSON AT TRUE RELIGION IS AUTHORIZED TO MAKE NOW OR IN THE FUTURE ANY PROMISE OF CONTINUING, MINIMUM OR GUARANTEED WORK IN CONNECTION WITH THESE TERMS AND CONDITIONS.

9. **NO RECOVERY FOR INVESTMENT.** True Religion, by reason of the termination of its relationship with Vendor with or without cause, shall not be liable to Vendor for any compensation or Losses on account of present or prospective profits on sales or anticipated sales or on account of expenditures, investments or commitments made pursuant to the PO Terms or in establishing, developing or maintaining the goodwill or reputation of the Products or True Religion.

10. **NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** These Terms and Conditions do not constitute a partnership, nor does it create a joint venture or agency relationship. These Terms and Conditions are not for the benefit of any third party, and will not be considered to grant any right or remedy to any third party.

11. **TERM.** These Terms and Conditions are in effect for as long as True Religion issues Purchase Orders to Vendor.

12. **CONFIDENTIAL INFORMATION.** "*Confidential Information*" is the information, designs, instructions and materials Vendor receives from True Religion. The Confidential Information belongs exclusively to True Religion. Vendor agrees that it will use such Confidential Information solely for the purpose of providing the Services or manufacturing the Products for True Religion. Vendor will restrict the circulation of Confidential Information to such persons who need access to such Confidential Information in order for Vendor to manufacture the Products or provide the Services. Vendor will not show samples of True Religion clothes to any third party, except for an agent of True Religion. Vendor will not disclose to any third party, without the prior written consent of True Religion, that it does business with True Religion or any information about the business that it does with True Religion.

13. **FACILITY INSPECTIONS.** True Religion or any of its designees shall have the right to inspect Vendor's and its affiliates' facilities at reasonable hours and upon twenty-four (24) hours' prior notice to Vendor. During such inspections, Vendor will provide True Religion with access to all areas of Vendor's and its affiliates' facilities where the Products are manufactured or stored or where Services are provided and True Religion shall have the right to

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take pictures and/or video tape such areas, the Products, the production or manufacturing process of the Products or Services and any information or machinery associated therewith. True Religion shall have the right to require Vendor to make or cause to be made any modifications or improvements to such facilities as True Religion deems necessary for compliance with any of the production, manufacturing and storage standards required by applicable Laws or True Religion's specifications. For the avoidance of doubt, True Religion shall not be obligated to conduct any inspections and it is Vendor's sole responsibility to ensure compliance with the PO Terms.

14. **AUDIT RIGHTS.** Vendor shall maintain complete and accurate books and records relating to supply and manufacture of the Products and/or provision of the Services (including all records necessary to substantiate compliance with the PO Terms). True Religion and its authorized agents and representatives shall have access to such records (including, without limitation, all Purchaser Orders, invoices and cost of materials, shipping records, independent certificates of destruction of products, personnel, safety, health and environmental records and records evidencing compliance with the PO Terms), upon three (3) days' prior written notice, during Vendor's normal business hours. True Religion's audit right shall be limited to two (2) audits per year; provided that such limit shall not apply during any period where Vendor is in breach of any PO Terms or in the event Vendor fails to provide complete and accurate books and records as required herein.

15. **INTELLECTUAL PROPERTY RIGHTS.** Vendor will notify True Religion, immediately by telephone, if Vendor has information that (i) anyone not working with Vendor to provide Products or Services for True Religion is using True Religion's Intellectual Property Rights, or (ii) the Products and/or Services to be provided hereunder violate the Intellectual Property Rights of any third party. For purposes hereof "**Intellectual Property Rights**" means all patent rights, copyright rights, trade secret rights, trademark rights, and all other intellectual property or proprietary rights recognized anywhere in the world, now or in the future, including without limitation with respect to True Religion, True Religion's rights to patterns, samples, fabric prints, package designs, labels and the appearance of True Religion apparel. True Religion owns all Intellectual Property Rights of True Religion, regardless of whether such Intellectual Property Rights were created by True Religion or by Vendor. Vendor will not use any Intellectual Property Rights of True Religion in any other product that Vendor makes. Vendor will not disclose the Intellectual Property Rights of True Religion to any other party, except as necessary to provide the Products and/or Services to True Religion. Vendor shall not sell, transfer or otherwise dispose of any goods or packaging bearing any True Religion trademark (other than the Products to be sold to True Religion hereunder) without the prior written consent of True Religion.

16. **FORCE MAJEURE.** True Religion reserves the right to cancel all or any part of any Purchase Order which has not actually been shipped by Vendor in the event either party's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God, or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of such party to control.

17. **LIMITATION OF LIABILITY.** Vendor's sole remedy for any claim arising out of the PO Terms is to bring an action at law to recover monetary damages (if any), but such action must be brought no more than twelve (12) months after the date of the Purchase Order for the Products and/or Services incident to such claim. Vendor is not entitled to restrain any use or other exploitation of any of True Religion's Products. IN NO EVENT WILL TRUE RELIGION BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING FOR LOST PROFITS OR LOST OPPORTUNITY) IN CONNECTION WITH ANY MATTERS RELATING DIRECTLY OR INDIRECTLY TO THE PO TERMS OR OTHERWISE PERTAINING TO THE BUSINESS RELATIONSHIP BETWEEN TRUE RELIGION AND VENDOR EVEN IF TRUE RELIGION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRUE RELIGION BE LIABLE TO VENDOR OR ITS AFFILIATES UNDER ANY THEORY OF LIABILITY FOR LOSSES, DAMAGES OR COSTS IN EXCESS OF THE PURCHASE PRICE FOR CONFORMING PRODUCTS AND SERVICES INCIDENT TO SUCH CLAIM.

18. **INDEMNIFICATION.** Vendor agrees to indemnify, defend (at True Religion's option) and hold harmless True Religion, its affiliates and their respective successors, assigns, directors, managers, officers, equity holders, agents, employees, customers, and users of its Products (collectively, the "**True Religion Indemnities**") against all suits at law or in equity and from all claims, suits, fines, penalties, liabilities, damages, settlements, losses, demands, costs and/or expenses (including attorney's fees and costs) (collectively, "**Losses**") asserted against or incurred by any True Religion Indemnitee by reason of, or arising out of or occurring in connection with (i) any breach or alleged



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breach of any of the PO Terms by Vendor, (ii) any negligent act or omission or any intentional misconduct of Vendor in its performance hereunder or under any Purchase Order (iii) any express or implied warranties related to, quality standards, manufacture of or defects in the Products or Services covered by the Purchase Order, (iv) the death of or injury to any person, or damage to any property, that resulted or are alleged to have resulted from the Products or Services covered by a Purchase Order, (v) any recall of the Products provided by Vendor (whether or not voluntarily initiated by True Religion), and (vi) any claim that the manufacture, use, sale, offer for sale, resale or importation of any Products or Services supplied under the Purchase Order, infringe any patent, copyright, trademark, trade secret or other intellectual property rights, when the infringing component, part, piece, material or other element was provided by Vendor or the acts giving rise to the claim were performed by the Vendor. When notified by a True Religion Indemnitee of a claim for indemnification hereunder, Vendor must, at True Religion's sole option, either defend any action or claim at its own expense, or reimburse True Religion's expenses, attorneys' fees, and other costs for defending such action or claim. Vendor is responsible for all Losses in connection with any claim for which it has an indemnification obligation hereunder. This indemnity shall not apply to the extent (i) any such Losses are solely the result of the gross negligence or willful misconduct of True Religion, or (ii) any such Losses directly arise out of any claim by a third party that Vendor's use of True Religion's trademarks in accordance with the PO Terms infringes the intellectual property rights of such third party, in each case, as determined by a court of competent jurisdiction.

19. **INSURANCE.** Vendor shall maintain: (a) commercial general (Public) liability insurance for third party bodily injury and third party property damage (including contractual liability), to cover indemnity obligations with limits of not less than \$2,000,000 per occurrence and in the aggregate or higher amount, sufficient to cover obligations set forth herein; (b) property insurance to cover obligations with limits of not less than \$2,000,000; and (c) worker's compensation and employment practices liability insurance covering all employees engaged in the performance of any Purchase Order in an amount not less than \$500,000 or as is required by applicable Law. Vendor shall furnish, upon signature of the Purchase Order or at True Religion's request from time to time thereafter, certificates evidencing such insurance. Vendor agrees that True Religion shall be named as Additional Insured on all of Vendor's policies of insurance (except workers' compensation) and that Vendor's policies of insurance shall be provided by reputable insurers qualified to do business in the applicable jurisdictions and shall provide insurance coverage, on a primary and non-contributory basis, to True Religion. It is specifically agreed by Vendor that True Religion's policies of insurance are in excess of any coverage to be provided by Vendor to True Religion as Additional Insured.

20. **NOTICES.** All notices under these Terms and Conditions with respect to True Religion must be in writing, addressed to Guru Denim Inc., 1888 Rosecrans Ave, Manhattan Beach, CA 90266, Attn: Legal Department or such other address as True Religion may provide to Vendor from time to time. Notices to Vendor will be sent to Vendor's last known address on file with True Religion. All notices by either party will be deemed to have been given upon actual receipt or refusal of delivery if delivery is made by personal delivery, the third business day after being sent either by certified or registered mail, postage prepaid, return receipt requested, or the next business day after being sent by a recognized overnight delivery service.

21. **ASSIGNMENT; SUBCONTRACTORS.** Vendor may not assign these Terms and Conditions or any Purchase Order without True Religion's prior written consent. Vendor may delegate its duty to perform hereunder or subcontract the furnishing of any of the completed or substantially completed goods; provided that any such delegation or subcontracting is only permitted if (i) True Religion provides its prior written consent, and (ii) the delegatee or subcontractor agrees in writing to be bound by the PO Terms, and completes, signs and returns each of the documents required by True Religion in connection with the its then-current new vendor on-boarding process. Vendor acknowledges that such delegation or subcontracting does not relieve Vendor of its duty to perform its obligations hereunder. Furthermore, Vendor shall be liable for any Losses asserted against or incurred by any True Religion Indemnitee by reason of, or arising out of or occurring in connection any act or omission by Vendor's permitted delegatee's or subcontractor's. Any attempt to assign these Terms and Conditions in breach of this section will be void and of no effect.

22. **ENTIRE AGREEMENT; NO ORAL MODIFICATION.** The PO Terms constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior negotiations and agreements. The PO Terms are intended to be final, complete and the exclusive statement of the terms between the parties,

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provided that the provisions of these Terms and Conditions may be modified, amended and/or amended and restated from time to time on a prospective basis in True Religion's sole discretion. Such modifications or amendments will be posted on True Religion's website or otherwise provided to Vendor, and shall be binding upon the parties with respect to any Purchase Orders issued following the date of such posting or provision to Vendor, whichever comes first. No provision of the PO Terms may be modified, discharged or waived unless by True Religion in writing. True Religion's failure to insist on timely performance of any obligation will not constitute a waiver, and no waiver by either party of any breach or default will be deemed to be a waiver of any other breach or default. Vendor warrants that it has not relied on any, written or oral representations, understandings or agreements relative hereto which are not fully expressed herein. The PO Terms may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral promise or agreement. Notwithstanding anything to the contrary in these Terms and Conditions, in the event that Vendor has entered into a Vendor Agreement with True Religion, whether prior, contemporaneous, or subsequent to these Terms and Condition, the Vendor Agreement shall control and supersede these Terms and Conditions in their entirety.

23. **GOVERNING LAW; VENUE; JURISDICTION.** The PO Terms and all aspects of the relationship between True Religion and any Vendor are governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Any litigation arising out of or relating to the PO Terms or arising out of or related to any dealings between True Religion and the Vendor must be filed and pursued exclusively in the State or Federal courts encompassing Los Angeles County in the State of California, and the parties consent to the jurisdiction of and venue in such courts. Vendor hereby consents to personal jurisdiction before all such courts and agrees to accept service of process in any litigation initiated in any state or federal court located in Los Angeles County, California, regardless of the state of Vendor's residence. If Vendor attempts to initiate litigation in a venue other than a state or federal court sitting in Los Angeles, California, True Religion shall be entitled to reimbursement of all fees, costs and expenses which it incurs, including fees to retain attorneys, accountants, experts or other professionals, to enforce its rights to have the litigation transferred to a state or federal court located in Los Angeles County, California.

24. **SEVERABILITY.** If any provision of the PO Terms is declared or found to be illegal, unenforceable or void, then, both parties shall be relieved of all obligations arising under the provision, but only to the extent that the provision is illegal, unenforceable or void, it being the intent and agreement of the parties that the PO Terms, as applicable, shall be deemed amended by modifying the provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective. If the remainder of the PO Terms shall not be affected by the declaration or finding and is capable of substantial performance, then, each provision not so affected shall be enforced to the extent permitted by law.

25. **MISCELLANEOUS.** The parties are independent contractors. The provisions of the PO Terms that by their nature are intended to survive expiration or termination will survive, including without limitation, Sections 6, 8, 9, 12, 14, 15, 17, 18, 22, 23 and 24. Except with respect to the True Religion Indemnitees, there are no third-party beneficiaries to the PO Terms. This Agreement is to be deemed to have been drafted jointly by the parties. Any presumption that a document be construed against the drafter will not apply to the PO Terms. Headings used throughout the PO Terms are for convenience only.

**LAST UPDATED: SEPTEMBER 24, 2015**