

# F21 OPCO, LLC


## MENS

<b>BILL TO:</b> F21 OPCO, LLC 3880 N. Mission Road Los Angeles, CA 90031 Attn:apmerchandise@forever21.com	<b>SHIP TO:</b> F21 OPCO, LLC 3880 N. Mission Road Los Angeles, CA 90031 PHONE : 213-741-8866
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<b>VENDOR:</b> URBAN NATION APPAREL INC.
TEL : 415-902-4212 FAX : 415-534-0997 ADDRESS : 17023 Summer Meadow Lane Contact Person: Shahram Bijan

Fabric	Pattern	Season
COTTON	CONVERSATIONAL	RESORT/SPRING

<b>Order Date:</b> 02/24/2020	<b>CO:</b> China
<b>Start Ship Date:</b> 06/22/2020	<b>LABEL:</b> Y
<b>In House Date (IHD)</b> 06/25/2020	<b>Price Ticket:</b> Y
<b>Pay Type</b> DOMESTIC/CHECK	<b>Sticker:</b> N
<b>Ship Via:</b> DELIVERY	<b>Hanger Tape:</b> N
	<b>Hang Tag:</b> N
	<b>License :</b> N
	<b>Promotion:</b> Y
<b>Ship :</b> VST-R	<b>Terms:</b> NET 60 DAYS
CONFORM TO F21PACKINGINSTRUCTION	Y

<b>ITEM CODE:</b> 00409842

Joseph Sweet Robert Shaheen

PO#	STYLE#	COST/RETAIL	PROMO TAG	DESCRIPTION	REMARKS	TREND	FS
20012207	DN-AOPPROG-ROSE		N	KNIT TOP/TEE SHIRT/SSLV/CREW NECK	FAST TRACK, USA - S	EVERYDAY MAN	FASHION
USA				FAST TRACK			

BUYER* LEGEND	USA=F21 OPCO, LLC	JPN=FOREVER21JAPAN RETAIL	CAN=FOREVER XXI,ULC	KOR=FOREVER21 KOREA RETAIL	EU=FOREVER21 GLOBAL.B.V	PHL=FOREVER AGAPE & GLORY
CH-SH=FOREVER 21 COMMERCIAL(SHANGHAI) LIMITED	CH-BJ=FOREVER 21 (BEIJING) COMMERCIAL LIMITED	ISR=FOREVER21ISRAEL LTD.	MEX=FOREVER 21 MEXICO, S. DE R.L. DE C.V.	COL=ALAMEDA COLOMBIA S.A.S.		
CRI=SISAL CR S.A	IND=DIANA RETAIL PRIVATE LIMITED	PAN=ALAMEDA PANAMA S.A	CHL=SISAL CHILE SPA	SLV=SISAL ES,S.A.DE C.V.	HK=FOREVER21ASIA HOLDINGS LIMITED	
BRA=HIGHLAND PARK COMERCIO E IMPORTACAO LTDA	DOM=FOREVER 21 DR S.R.L.	MAC=FOREVER 21 MACAU LTD.	GTM=MISSION GUATEMALA S.A.	PER=SISAL PERU S.A.C.		
URY=ODDS S.A.	ECU=ALAMEDAEUCO COMERCIO S.A	TWN = NETHERLANDS FOREVER 21 GLOBAL B.V TAIWAN BRANCH				

CID	COLOR	*BUYER	LABEL	P/T	XS	S	M	L	XL	XXL	XXXL					TOTAL
06	BLACK/RED	USA-S	MENS21	USA	0	750	1.500	1.500	750	0	0	0	0	0	0	4.500
				<b>TOTAL</b>	<b>0</b>	<b>750</b>	<b>1.500</b>	<b>1.500</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,500</b>
<b>TOTAL</b>																<b>4,500</b>

Related P.O.#	ShipAddress	Qty	InhouseDate
20012208	USA-W	600	06/25/2020
<b>ITEM TOTAL</b>		<b>5,100</b>	

Vendor agrees that the information contained herein is confidential and proprietary, and represents and warrants that it will not disclose the same to any third party without the express written consent of F21 OPCO, LLC ("F21"). Vendor also agrees that irreparable injury will result to F21 from any unauthorized disclosure or use of this information. Vendor expressly agrees that F21 shall be entitled, in addition to damages and other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation. Vendor expressly warrants that the sale of products ordered and purchased herein will not violate intellectual property laws of the United States or any countries.

IMPORTANT: THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PURCHASE ORDER ARE INCORPORATED HEREIN AND EFFECT YOUR LEGAL RIGHTS. PLEASE READ AND REVIEW BOTH CAREFULLY BEFORE SIGNING THIS AGREEMENT. THIS ORDER IS MARKED **SAMPLE TO BE APPROVED**.

**VENDOR SIGNATURE:** \_\_\_\_\_ **VENDOR NAME:** \_\_\_\_\_

THE LAW OF THE STATE OF CALIFORNIA INCLUDING THE UNIFORM COMMERCIAL CODES AS ENACTED BY THE STATE OF CALIFORNIA GOVERNS ALL SALES TO F21 OPCO, LLC MERCHANDISING UNDER THE P.O.

ANY DEVIATION TO ABOVE INSTRUCTIONS WILL RESULT IN A CHARGE BACK

## TERMS AND CONDITIONS IN ADDITION TO THOSE ON THE FRONT SIDE (last updated 02/28/2020)

1. F21 OPCO, LLC (Forever 21), referred to herein as "Agent," each of the entities for whom purchase is made on behalf of referred to herein as "Buyer," and the Vendor/Supplier listed on the reverse side hereof is referred to herein as "Seller." "Buyer" shall include Buyer's officers, and authorized agents. "Order" or "PO" shall refer to this Purchase Order Summary. Buyer is identified on the front side of PO under the column heading "Buyer \*" along with the number of units the Buyer is purchasing. See "Buyer Legend" on the front side of PO to identify full legal name of Buyer.
2. Any selling agent or representative taking this Order for Seller shall be deemed to have full authority to bind Seller to its terms and conditions. This Order is accepted on the condition that the shipment(s) will be delivered to Buyer ON OR BEFORE the "In-House Date" by the "Ship Via" method as shown on the front side hereof. All shipments must be accompanied by original and legible invoice, packing slip, bill of lading, or other similar "Shipping Documents," in a sealed envelope, affixed to outside of package. All Invoices and Packing List(s) MUST reference the Purchase Order Number, respective Buyer (as referred to on front side of PO under the column heading, "Buyer") and style number, unit quantity, and unit cost, for each Buyer. Shipments received without necessary and proper Shipping Documents may be opened before acceptance of delivery.
3. Delivery of merchandise under this Order shall not be deemed completed, nor shall title thereto pass to Buyer until the merchandise is inspected and accepted by the Buyer. The acceptance of merchandise however, shall not release or discharge Seller from liability for breach of an obligation, with respect to the merchandise. Notice of latent or patent defect(s) in the merchandise given by Buyer or its authorized Agent within 75 days after Buyer has actual knowledge of the defect shall be deemed timely notice to Seller, and Buyer's failure to inspect the merchandise prior to learning of the defect, or to note the defect on any prior inspection shall not be deemed a waiver of such defect.
4. The Net Terms begin from the Friday of the week following the merchandise receipt date or invoice, whichever is later. Terms are indicated on the front side hereof or net sixty (60) days, whichever is sooner.
5. Notwithstanding Agent's role in facilitating placement and shipment of the Order, collection of invoice amounts for Orders from Buyers, and disbursement of those amounts for ultimate payment to Sellers, Seller shall have no recourse against Agent for non-payment of invoiced amount by Buyer, or for any other disputed amounts in connection with the Order. Sole legal recourse by Seller for all matters in connection with this Order shall be exclusively against Buyer, and not against Agent.
6. If this Order is marked "Sale by Sample," "Sample to be Delivered" or "Sample to be Approved," or if the merchandise delivered is not as represented, Buyer may cancel same if the merchandise delivered does not fully conform to the sample (whether sample is provided at time of order or subsequently), or is not as represented in every respect as to quality, material, workmanship, appearance and otherwise. Buyer's decision as to conformity with the sample shall be final and binding as to the Seller. If this Order is marked "Sample to be Delivered" or "Sample to be Approved," or if this sale is otherwise made a "Sale by Sample," Buyer may also cancel this Order and return the merchandise to Seller if sample is not furnished before delivery or if Buyer disapproves such sample, it being understood that the Order is conditioned upon and subject to approval of such sample.
7. This Order may be revised or withdrawn by Buyer by mail (including electronic mail) and/or facsimile notice thereof to Seller within a reasonable time after placement of this Order to Seller, and prior to delivery of the merchandise described herein.
8. This Order may not be modified or terminated orally. Seller may NOT alter or substitute color, fabric, style, size, or any other specifications of the Order. No modification, termination or asserted waiver of any provision hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
9. Discontinuance or substantial interference of Buyer's business and/or the particular department for which this Order is given, by reason of fire, flood, tempest, earthquake, war, labor dispute, act of God, embargo, civil commotion, governmental regulations or any cause beyond Buyer's control shall give Buyer the option to cancel in whole or part all unfilled Orders or parts thereof without any liability whatsoever.
10. The Seller will, in addition to any right Buyer may have, protect, indemnify and hold Buyer or its authorized Agent harmless against any and all liability, loss, injury and/or expense, including penalties, fines, court costs, awards, settlements, judgments, and attorney's fees, arising from or relating to any claim or cause of action alleged against Buyer (including without limitation claims or causes of action relating to or alleging infringement of any patent, trademark, or copyright; unfair trade or business practice; liability for the merchandise not being of merchantable quality or fit for the purpose intended; liability for the merchandise being sewn, manufactured (including materials used), packaged and/or sold in a manner contrary to any federal, state or local law), now pending or hereafter commenced, with respect to or arising from the sale by Seller, purchase by Buyer, and/or sale by Buyer to its customers, of the merchandise delivered hereunder. Such indemnification obligation shall survive acceptance by Buyer of the merchandise described herein and payment there for. In the event that Buyer pays for any of the aforementioned penalties, fines, costs, fees, expenses, settlements, judgments, Seller explicitly authorizes the Buyer the option to deduct such amounts, partial or full, from any and all payment payable to Seller, including from unrelated and separate PO and/or Orders, until entire amount is recovered. Buyer shall have the sole right to defend and settle any claims or causes of action with counsel of its choice. Seller will at all times cooperate in all reasonable respects with the Buyer and counsel in the conduct of the defense or settlement of any claims or causes of action giving rise to indemnification hereunder.
11. This Order is placed by Buyer with the understanding, and the Seller in accepting agrees and represents, that no federal, state, or local laws, rules or regulations have been or will be violated in the course of the manufacture, sale, or delivery of the merchandise described herein. This representation by Seller shall be interpreted broadly so as to include common law theories such as, without limitation, negligence. The Seller further represents that the weights, measures, sizes, legends, and/or descriptions printed, stamped or howsoever attached or referring to the merchandise described herein are true and correct and conform to and complies with said laws, rules, and regulations.
12. Any suits or proceedings by Seller against Buyer or its authorized Agent arising out of, relating to or in any way connected with the Order or the merchandise described herein shall be governed by the laws of the State of California, and shall be brought in a court of competent jurisdiction located in the City of Los Angeles, County of Los Angeles, State of California, and no other.
13. The terms and conditions set forth on the front and back of this Order, together with the terms and conditions set forth in Agent's "Vendor Agreement Relating to Compliance With Labor & Employment Laws" (VARCLEL), as well as "Buyer's Agency Agreement" (BAA) between Buyer and Agent, both of which agreements are incorporated herein by this reference, constitute the entire agreement between the parties concerning the matters described herein, and shall prevail over any written or printed matter appearing with any confirmation, invoice, statement and other form used by Seller. None of the terms or conditions of this Order, or the VARCLEL, may be waived or modified orally or in any manner other than by a written instrument signed by an authorized officer of Buyer.
14. No officer, employee or agent of Buyer is authorized to purchase any merchandise other than first grade merchandise. Accordingly, any Order or shipment by Seller of/for "odd lots," "job lots," "as is," "irregularities," "slightly damaged," "mis-marked," "bad fits" and the like, shall be void and unenforceable against Buyer.
15. Seller guarantees that merchandise to be delivered pursuant to this Order shall conform to the specifications set forth herein. Once delivered, the merchandise described herein shall be subject to Buyer's inspection and approval within a reasonable time after delivery and, if all specifications are not fully met, any non-conforming merchandise shall be subject to chargebacks and/or retrieved by Seller at Seller's sole expense. In such event, Buyer shall pay only for the portion of the merchandise retained, if any, at the PO price on a pro rata basis. The determination whether merchandise delivered conforms to Buyer's specifications shall be made solely by Buyer. Seller agrees that Buyer shall be under no duty to inspect goods before resale, and that the warranties, express or implied, shall survive inspection, acceptance and payment by Buyer and Buyer's customers.
16. Seller understands and agrees that time is of the essence in filling this Order. All merchandise described herein must be received on or before the date specified as "In-House Date," and if not so received by same date, Buyer reserves the sole right to reject any and all merchandise thereafter received and to require Seller to retrieve such rejected merchandise at Seller's sole expense. Acceptance of any part of the Order shall not bind Buyer to accept the entire Order or any future shipment, or deprive Buyer of the right to return merchandise already accepted.
17. Seller and Buyer agree that if any provision shall be deemed invalid (by a court of competent jurisdiction) due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. Invalidity or narrowing the scope of any term or condition hereof shall not affect the validity, legality or enforceability of the remaining terms or conditions.
18. If Seller sells the same kind or type of merchandise as that described herein to any other person or entity at a lower price and/or on more favorable terms and/or conditions than those set forth herein before delivery to Buyer of the merchandise described herein, Seller agrees to allow Buyer the same price and/or conditions. In addition, if any legitimate competitor of Seller offers to sell the same merchandise described herein at a lower price and/or on more favorable terms and/or conditions before the merchandise described herein has been delivered to Buyer, Seller agrees either to meet the price, terms and/or conditions of such competitor or to accept Buyer's cancellation in whole or part, of the Order.
19. The merchandise described herein is intended for the exclusive use of Buyer. Seller shall not offer for sale, sell, distribute or give away (whether directly or indirectly) to any other person or entity: (1) any merchandise and/or design pattern that is based on the same or similar styles, designs, patterns and/or color selections as the merchandise described herein; (2) any merchandise that resembles or is a facsimile of the merchandise described herein; or (3) any additional, surplus or rejected merchandise manufactured or delivered pursuant to this Order without first obtaining the written authorization of Buyer. Seller agrees to require any other entity with which it contracts in connection with filling this Order to agree in writing to provisions and terms identical in substance in this Order.
20. Seller hereby warrants it shall not in any way manufacture, offer for sale, sell, distribute, give away or use Buyer's labels or other intellectual property (including without limitation, logos, trademarks, copyrights and patents). Seller shall be liable for any and all damages incurred by Buyer in connection with any breach of this provision, including without limitation attorneys' fees and court costs.
21. Buyer and Seller agree that they have had the opportunity to review the terms and conditions set forth herein and to consult with legal counsel before signing this Order, and that the terms and conditions set forth herein are reasonable. The language of this Agreement shall not be construed for or against either Buyer or Seller. Each and every covenant, term, provision and agreement contained herein shall be binding upon and inure to the benefit of the successors and assigns, if any, of Buyer and Seller.