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PURCHASE ORDERS

Purchase Order verification

- You must receive a valid Purchase Order (“PO”) from Foot Locker Europe (FLE)
- There are two types of valid Purchase Orders
 1. An EDI Purchase Order: for those suppliers that have signed an EDI Agreement with Foot Locker Europe
 2. Purchase Order in the Supply Chain Portal (see page 2-6)

Verify the accuracy of all Purchase Order details including cost price, payment terms, pack type and special handling requirements prior to shipment.

Do not ship merchandise until you verify that all discrepancies on the Purchase Order have been corrected by requesting a new copy reflecting the change, or an EDI PO change (860) transmission. Cost and payment term differences are not reimbursable if the Purchase Order is not correct.

Do not ship against telephone orders, worksheets or verbal commitments and ship a Purchase Order in its entirety unless otherwise noted.

All Purchase Orders are subject to Foot Locker’s terms and conditions, a copy of which is included in this Manual. These terms and conditions will also be printed with the Purchase Orders via the Supply Chain Portal and are also available via our website.

EDI / SPS Commerce

In keeping with our strategic initiative to grow our business and improve efficiencies in all areas of our operations, Foot Locker Europe has decided to convert suppliers from the manual processing of paper documents to an electronic means of exchanging data through the use of EDI. In addition, we have also decided to standardize the way we access and manage our vendor product data by utilizing the hosted Catalog service offered by our partner SPS Commerce. EDI will be mandatory in the future and our aim is to have all vendors on EDI in 2022.

ASN / EDI

An ASN is a document that provides detailed information about pending deliveries. The purpose of ASN is to notify the customer (Foot Locker Europe) when shipping occurs and provides physical characteristics about the shipment, so the customer can be prepared to accept delivery.

The ASN message is usually sent over the internet using Electronic Data Interchange (EDI) or extensible markup language formats (XML). The ASN 'message' provides information about when an order will be shipped, which items are being shipped and physical characteristics such as the shipment's weight, number of cartons and packaging descriptions. The ASN also describes the order transportation mode and which carrier is used for shipping.

EDI Orders

EDI Orders

By trading EDI documents with our vendors, we both have an opportunity to eliminate redundant data entry. It is our goal to eliminate paper media by trading documents electronically. All Foot Locker EDI transactions comply with X12 and VICS guidelines.

Foot Locker Europe can send following EDI documents:

- 816 - Organizational Relationship
- 850 - Purchase Order
- 860 - Purchase Order Change
- 997 - Functional Acknowledgement

Foot Locker Europe can receive the following EDI documents:

- 810- Invoice
- 855- Purchase order acknowledgement
- 856- Advanced Ship Notice (ASN)
- 997- Functional Acknowledgement

Should you wish to become an EDI trading partner please contact the Supply Chain dept. at the European Service Center.

SUPPLY CHAIN PORTAL

Introduction

Foot Locker Europe has developed a web-based portal, Supply Chain Portal (SCP) to increase the visibility of the order status. Via this SCP the vendor will have a direct, real-time view of the order data, with ability to retrieve the official Purchase Order from the SCP.

The SCP will cover the total order flow, from order creation until delivery at the European Service Center, with history and event log of each change made.

Once the purchase order (PO) has been created in our host system (mainframe) it will be synchronized with the portal during the following night. From that point onwards, the SCP will help you manage the PO life cycle throughout several modules:

1. **PO Acknowledgement**

PO Acknowledgment is the module where you must acknowledge the receipt of the Purchase Order. You will have the option to make immediate changes in the SCP before confirmation. (Page 2-5)

2. **PO Reconciliation**

PO reconciliation is a module to reconcile the FLE order book with your data. Discrepancies between Style number, Units cost, Qty and packaging type will be visible in the Order reconciliation page and remain on this page until the discrepancy has disappeared or the PO has been delivered. (Page 2-11)

This page does also show the **Cancelled orders** from Foot Locker side which you to reconcile and either confirm or reject. It also gives you the ability to cancel orders from your side.

3. **DSR Upload. (Delivery Status Report)**

The DSR Upload will allow our vendors to upload their DSR directly into the portal. All PO changes in the DSR will be visible immediately to both Foot Locker and the Vendor, discrepancies in Price, Style, Qty and Packaging type will be displayed on the Reconciliation page.

4. **Intake Planning**

This module is used to call of orders for intake. Foot Locker will only request the delivery date. The delivery time and slot booking will be generated in the next module, slot bookings. In case the requested delivery date is OK the vendor can start to make a slot booking, but in case the delivery date is not feasible the vendor can request a re-schedule via the intake module.

5. **Slot Bookings**

In the slot booking module the vendor can reserve a slot time and will get a slot booking number once he confirmed the delivery. Slot times are generated automatically based on set parameters. (Pallet or Floor loaded, Product type and packaging type)

A separate user Manual is available and will be released with the go-live of a new module or a significant update in software. This will be distributed to all users who have access to the SCP.

PO Acknowledge via the Supply Chain Portal

When the PO has been created in our ERP system it will be available in the SCP for the Buyer only. First step for the buyer is to verify if all information is correct before the release of the PO to the vendor. Once verified the buyer will release the Purchase order(s) to the vendor in the SCP and it will be available immediately. A separate email notification will be sent to alert the vendor there are new orders available to confirm.

This e-mail will notify the vendor with new “to be confirmed” order lines in the “Orders to confirm” overview.

- Order lines which are released by Foot Locker Europe over the past 24 hours
- And are not confirmed yet

If the number of lines is 1 or higher, an e-mail will be sent to all active users of the vendor.

This is a one-time confirmation to acknowledge the receipt of the order. Order line updates still can be made after confirmation; discrepancies will be displayed in the reconciliation page.

Note: Order confirmation via the portal is mandatory!!

You will receive the following e-mail:

From: FLE SCP [no-reply@scp.footlocker.eu]
Sent: 02-02-2013 04:00
To: sales@sneakerco.nl
Subject: Foot Locker SCP: Order notification

Changed and/or new order lines are requiring your confirmation.

Please visit the “Order lines to confirm” overview via
<https://scp.footlocker.eu/orders/toconfirmoverview.aspx>.

Via the link in the email you will directly be guided to the log in of the portal and after you logged in the below screen will appear. At the right side you will see a flag that the orders are waiting “to be confirmed” by the vendor

Orders to confirm

This Purchase Order is subject to Foot Locker's General Terms and Conditions of Purchase ("GTCP"). No modifications or variations to Foot Locker's GTCP will be applicable without Foot Locker's written consent. No other terms and conditions shall apply merely by the acknowledgement or acceptance by Foot Locker of any order, contract or invoice containing terms and conditions at variance with or in addition to Foot Locker's GTCP.

On behalf of []

Filter

PO number: [] Family: []

Vendor PO: [] Department: []

Region: FLE FLA SDS Order type: []

Vendor ship. Dest.: [] Label: []

Type destination: [] Packaging type: []

Width/color: [] Schedule: []

Vendor style: [] Campaign: []

Original requested delivery date from: [] to: []

FL expected date from: [] to: []

Vendor ETA from: [] to: []

Search Apply for selection Clear filter

Region	Vendor ship. Dest.	PO nbr	Vendor PO	Family	Dpt.	Stock nbr	CD	W/C	Vendor style	Description	Pack type	Units per Case	Schedule	Vendor cost	Vendor quantity	Total cost	FL Expected	Vendor ETA	Commission	Vendor Confirmation	Line State	Details
FLE	DC Heijen	1583171	APP	88	94174	0	80	DA0826-010	E-NK B TECH FLC SHRT BLK/BLK	Bin				21.00 (EUR)	1	21.00 (EUR)	4/5/2021		To Be Confirmed	O	view orderline	
FLE	DC Heijen	1583171	APP	88	94208	3	10	DC7530-100	C-NK U SWSH TEE AOP WHT/BLK	Bin				9.54 (EUR)	1	9.54 (EUR)	4/5/2021		To Be Confirmed	O	view orderline	
FLE	DC Heijen	1583171	APP	88	94234	2	80	DA0806-010	E-NK B CLUB FLC PANT BLK/WHT/W	Bin				9.91 (EUR)	2	19.82 (EUR)	4/5/2021		To Be Confirmed	O	view orderline	
FLE	DC Heijen	1583171	APP	88	94236	7	80	DA1243-010	C-NK G FUTURA BK SHRT BLK/WHT	Bin				7.63 (EUR)	2	15.26 (EUR)	4/5/2021		To Be Confirmed	O	view orderline	
FLE	DC Heijen	1583171	APP	88	94434	7	33	DD4005-808	E-NK G FAV TGHY PASTEL APC AGT	Bin				9.54 (EUR)	1	9.54 (EUR)	4/5/2021		To Be Confirmed	D	view orderline	

Export to Excel

Confirm order lines Activate

Update orders Activate

Print detail selected orders Activate

Cancel order lines Activate

Vendor cost []

Style code []

To confirm, update, print or cancel order lines there is an option to select one or multiple orders lines and perform a group action.

Press **<Activate>** in one of the rectangle boxes with action described and checkboxes appear in front of the order line.

Orders to confirm

This Purchase Order is subject to Foot Locker's General Terms and Conditions of Purchase ("GTCP"). No modifications or variations to Foot Locker's GTCP will be applicable without Foot Locker's written consent. No other terms and conditions shall apply merely by the acknowledgement or acceptance by Foot Locker of any order, contract or invoice containing terms and conditions at variance with or in addition to Foot Locker's GTCP.

On behalf of []

Filter

PO number: [] Family: []

Vendor PO: [] Department: []

Region: FLE FLA SDS Order type: []

Vendor ship. Dest.: [] Label: []

Type destination: [] Packaging type: []

Width/color: [] Schedule: []

Vendor style: [] Campaign: []

Original requested delivery date from: [] to: []

FL expected date from: [] to: []

Vendor ETA from: [] to: []

New search Preview selection

Region	Vendor ship. Dest.	PO nbr	Vendor PO	Family	Dpt.	Stock nbr	CD	W/C	Vendor style	Description	Pack type	Units per Case	Schedule	Vendor cost	Vendor quantity
<input type="checkbox"/>	FLE	DC Heijen	1583171	APP	88	94174	0	80	DA0826-010	E-NK B TECH FLC SHRT BLK/BLK	Bin			21.00 (EUR)	1
<input type="checkbox"/>	FLE	DC Heijen	1583171	APP	88	94208	3	10	DC7530-100	C-NK U SWSH TEE AOP WHT/BLK	Bin			9.54 (EUR)	1
<input type="checkbox"/>	FLE	DC Heijen	1583171	APP	88	94234	2	80	DA0806-010	E-NK B CLUB FLC PANT BLK/WHT/W	Bin			9.91 (EUR)	2
<input type="checkbox"/>	FLE	DC Heijen	1583171	APP	88	94236	7	80	DA1243-010	C-NK G FUTURA BK SHRT BLK/WHT	Bin			7.63 (EUR)	2
<input type="checkbox"/>	FLE	DC Heijen	1583171	APP	88	94434	7	33	DD4005-808	E-NK G FAV TGHY PASTEL APC AGT	Bin			9.54 (EUR)	1

To select all orders displayed, click on the checkbox in the header

Export to Excel

Confirm order lines Activate

Update orders Activate

Print detail selected orders Activate

Cancel order lines Activate

Vendor cost []

Style code []

To export all orders of your selection click on the Excel icon

All header names which are underlined can be sorted when clicked on the field name, first time A-Z, second time Z-A

<u>PO Number</u>	<u>Vendor order nbr</u>	<u>Department</u>	<u>Stock number</u>	<u>Width/color</u>	<u>Vendor style</u>
------------------	-------------------------	-------------------	---------------------	--------------------	---------------------

To (re)view the details you can click on “View line details”.

Order line details

After clicking “View line details” the details of the line will be displayed.

Line Details							
Region	FLE						
Vendor ship. Dest.	DC Heijen						
PO Number	1583171						
Total lines in order	83						
Creation Date	9/16/2020						
ERP Order state	Partially delivered						
ERP Order line state	Open						
Vendor PO							
Vendor	76050 - NIKE EUROPEAN OPERATIONS NETH						
Agent	A000 - unnamed A000						
Office	Europe - unnamed Europe						
Family	Apparel						
Order type	4 - Product Seeding						
Label	Branded						
Department	88						
Product category	541						
Product Code	94174						
Check digit	0						
Width/Color	80						
SKU	88 94174 0 80						
SKU ID	NKU7B						
Description	E-NK B TECH FLC SHRT BLK/BLK						
Foot Locker Vendor Style	DA0826-010						
Vendor Style	DA0826-010						
Packaging Type	Bin						
Vendor pack Type	Bin						
Schedule							
Quantity	1						
Vendor Quantity	1						
Received Quantity							
Units per case							
Total cases							
Cases per carton							
Sizes	<table border="1"> <tr> <td>Size</td> <td>164</td> </tr> <tr> <td>Quantity</td> <td>1</td> </tr> <tr> <td>Pairs</td> <td>1</td> </tr> </table>	Size	164	Quantity	1	Pairs	1
Size	164						
Quantity	1						
Pairs	1						
Unit cost	21.00 (EUR)						
Unit vendor cost	21.00 (EUR)						
Total Cost	21.00 (EUR)						
Total vendor cost	21.00 (EUR)						
Campaign							
Confirmation status							
Vendor	To Be Confirmed						
Recon indicator							

All changes are logged and can be found at the bottom of the page, last change is displayed first. This history logs: when, who, what and how and why changes were made.

Delivery Info	
Original request date	4/5/2021
FL Expected	4/5/2021
Vendor ETA	
Launch date	
Shipping mode	Seafreight
Incoterm	DDP – Delivered Duty Paid
Incoterm location	HEIJEN.NL
Ship window	3/20/2021 - 5/5/2021
Container code	
Factory	
Country of origin	China
Ex factory date	
Availability	
Vendor order status	
Number of cartons	-
Number of pallets	-
Volume	-
Container type	
Routing	
Shipment reference	
Shipment type	

Note

Actions
Comment <input type="text"/>
<input type="button" value="Confirm order line"/> <input type="button" value="Edit order line"/> <input type="button" value="Back"/>

Mod Date	Organisation	User Name	Action	Field	From	To	How	Comment	Reason code
9/29/2020 4:33:37 PM	NIKE EUROPEAN OPERATIONS NETHE	mbuitendijk@footlocker.com	→ Release				Portal		
9/29/2020 3:34:53 PM		System	Creation				Interface		

The detail page shows all information, linked to the selected individual line.
The vendor can choose to confirm the line or update the line by selecting the “Edit line” button.

Print the selected Order lines.

From the Order Overview you have the option to print the selected order lines.
Search via filter option to the FLE PO number, select <show order lines> and the PO’s can be selected. With this action also the option to print the selected order lines is opened.

Below some examples for Bin, Caselot and Multilot order types with some additional explanations:

Example for Bin

Go back																						
PO number	1331254 (1 lines) ← A																					
Vendor PO																						
Vendor	42612 - MULTINATIONAL EXPORT BUREAU																					
Family	Apparel																					
Order type	9 - Regular FTL order																					
Department	72																					
Stock number	41743																					
Check digit	4																					
Width/Color	80																					
SKU	72 41743 4 80 ← B																					
Description	SF LOGO FT SHORT BLK/RED																					
FL Vendor Style	3178015																					
Packaging Type	Bin ← C																					
Schedule																						
Quantity	1500 ← D																					
Units per case	1 ← D																					
Total cases	1500																					
Sizes	<table border="1"> <thead> <tr> <th>Size</th> <th>900</th> <th>910</th> <th>920</th> <th>930</th> <th>950</th> <th>960</th> </tr> </thead> <tbody> <tr> <td>Quantity</td> <td>64</td> <td>208</td> <td>457</td> <td>473</td> <td>238</td> <td>60</td> </tr> <tr> <td>Pairs</td> <td>64</td> <td>208</td> <td>457</td> <td>473</td> <td>238</td> <td>60</td> </tr> </tbody> </table> ← E	Size	900	910	920	930	950	960	Quantity	64	208	457	473	238	60	Pairs	64	208	457	473	238	60
Size	900	910	920	930	950	960																
Quantity	64	208	457	473	238	60																
Pairs	64	208	457	473	238	60																
Unit cost	4.90 (EUR) ← F																					
Total cost	7,350.00 (EUR) ← F																					
Campaign																						
IncoTerm	FOB – Free on Board																					
FL Requested delivery	6/9/2014 ← G																					
Order creation date	9/18/2013																					
Confirmation Vendor	Confirmed 10/21/2013 12:36 AM (System) ← H																					
Printed	4/29/2014 11:41 AM																					
Supply Chain Portal Foot Locker. http://scp.footlocker.eu/																						

- A = Foot Locker Purchase Order (PO nbr), the number shows the nbr of orderlines
- B = Foot Locker SKU number and description
- C = Packaging Type, Caselot, Multilot or Bin
- D = Total Purchase Order quantity
- E = Sizes and quantity per size
- F = Unit Cost price
- G = FL requested delivery date (always a Monday representing week of delivery)
- H = Confirmation date

Order reconciliation

With the Order Reconciliation page, you will be able to recognize all discrepancies between the Order Status (cancellations), Style numbers, Unit costs price, ordered quantities and packaging type.

By uploading a Delivery Status Report (DSR) with your ERP data, the portal will compare the above fields with the Foot Locker ERP data, any discrepancies are highlighted in yellow.

PO lines which are within 12 weeks of the FLE Expected delivery date are highlighted in red and need urgent attention. All PO with a discrepancy will remain in the reconciliation page until the discrepancy is solved, or the PO is delivered.

Filter

PO number: Family:

Vendor PO: Department:

Region: (FLE | FLA | SDS) Order type:

Vendor ship. Dest.:

Type destination:

Stock number:

Vendor style:

Original requested delivery date from: to:

FL expected date from: to:

Vendor ETA from: to:

Discrepancy

Price Quantity Style Packaging type Foot Locker cancellation unconfirmed Vendor cancellation unconfirmed

Search Clear filter

Revision	Vendor ship. Dest.	Type	PO nbr	Vendor	SKU	Schedule	Description	FL Expected	Vendor ETA	Vendor order nbr	Unit cost	Vendor cost	Quantity	Vendor quantity	FL Vendor Style	Vendor style	Pack type	Vendor pack type	Mode	FL State	Vendor state	Details
FLE	DC Hejen	4	1477402	NIKE EUROPEAN OPERATIONS NETH	74 24471 2 81		AJ 11 BOMB JKT BLK/WHI	29.77 (EUR)	29.77 (EUR)		39.77 (EUR)	39.77 (EUR)	1	1	BQ0171-100	BQ0171-100	Bin	Bin		Cancelled		View orderline
FLE	DC Hejen	4	1477402	NIKE EUROPEAN OPERATIONS NETH	73 60847 8 80		H-IDN FL TECH CAMO FZ HD BLK	50.23 (EUR)	50.23 (EUR)		50.23 (EUR)	50.23 (EUR)	1	1	AH6161-010	AH6161-010	Bin	Bin		Cancelled		View orderline
FLE	DC Hejen	4	1477402	NIKE EUROPEAN OPERATIONS NETH	73 60849 1 10		H-IDN FL TECH CAMO FZ HD WHI	50.23 (EUR)	50.23 (EUR)		50.23 (EUR)	50.23 (EUR)	1	1	AH6161-121	AH6161-121	Bin	Bin		Cancelled		View orderline
FLE	DC Hejen	4	1477402	NIKE EUROPEAN OPERATIONS NETH	73 60855 1 80		H-IDN FL TECH CAMO ANDRAK BLK	50.23 (EUR)	50.23 (EUR)		50.23 (EUR)	50.23 (EUR)	1	1	AH6163-010	AH6163-010	Bin	Bin		Cancelled		View orderline
FLE	DC Hejen	4	1477402	NIKE EUROPEAN OPERATIONS NETH	73 60856 6 10		H-IDN FL TECH CAMO ANDRAK WHI	50.23 (EUR)	50.23 (EUR)		50.23 (EUR)	50.23 (EUR)	1	1	AH6163-121	AH6163-121	Bin	Bin		Cancelled		View orderline

1 of 4 Page 1 of 563 Results per page: 5

Note: PO's with a discrepancy on price that are delivered are subject to be held for payment by our finance department. It's very important to solve price discrepancies before the actual delivery.

Cancelled orders

Orders which are cancelled from Foot Locker side are also presented to the vendor. The vendor is required to reply on this status by confirming or rejecting the cancellation. In this way we consider the Vendor to be informed about the cancellation.

Orders cancelled by Foot Locker can be easily filtered in the portal when the check box "Foot Locker cancellation unconfirmed" is marked.

On the other hand also the vendor is able to request a cancellation from their side, this will also appear on the reconciliation page and confirmation is requested from the Foot Locker buyer. The cancellation request can also be cancelled.

When both parties agree and confirm the cancellation the PO will disappear from the reconciliation page.

Billing Information

All merchandise invoices should be addressed and send to:

Foot Locker Europe B.V.
Attention: Accounts payable
P.O Box 309
4130 EH Vianen
The Netherlands
VAT nbr: NL800536253.01
Email: FLE_MSDE_Invoices@footlocker.com

Include your vendor number and Purchase Order Number on all invoices and correspondence.
See also section 8-2

Delivery Information

All Purchase Orders should be delivered to the Foot Locker Service Center or our 3PL warehouse in the UK, unless you received different information from the buyer.

Delivery Address:

Netherlands

FLE Logistics BV
De Grens 27
6598DK Heijen
The Netherlands
Phone: 0485-550700

United Kingdom

3PL Foot Locker / Ceva Logistics
Max Park, Bangrave Road, South Weldon
NN17 1NN Corby Northamptonshire
United Kingdom

All shipments must be announced to the planning department at FLE Logistics
See section 7-1, Appointment scheduling

INCOTERMS 2010

The International Chamber of Commerce (ICC) launched the new Incoterms 2010 rules on 16 September 2010.

The Incoterms rules are a series of internationally recognized standardized terms governing the costs, risks and practical arrangements of the sale of goods, so the new rules are relevant for anyone involved in the buying and selling of goods and services relating to the movement of goods, especially international traders.

Taking effect from 1 January 2011, the new rules reflect the changes in international trade since the last version of the rules was published in 2000 (Incoterms 2000 rules).

There are significant changes: four Incoterms rules have been abolished and two new ones have been developed. There are changes to deal with cargo security and insurance, and the rules have been generally updated to make them more user friendly and mirror the modern language of international trade.

Changes to old existing terms have also changed like, FOB, also sellers and buyers need to be extremely careful when arranging for freight main carriage to ensure that terminal and port charges are clearly understood on which party is responsible for charges.

Service	"E" Departure	"F" Main Carriage Unpaid			"C" Main Carriage Paid				"D" Arrival		
	EXW Ex-Works (Place)	FCA Free Carrier (Place)	FAS Free Alongside Ship (Port)	FOB Free On Board (Port)	CFR Cost & Freight (Port)	CIF Cost of Insurance & Freight (Port)	CPT Carriage Paid To (Place)	CIP Carriage & Insurance Paid To (Place)	DAT Delivered at Terminal (Place/Port)	DAP Delivered at Place (Place)	DDP Delivered Duty Paid (Place)
Obligation and Charges											
Warehouse Services	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Export Packing	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading at Point of Origin	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Inland Freight	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Port Receiving Charges	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Forwarder Fees	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Ocean/Air Freight	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Charges in Foreign Port	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller
Custom Clearance	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller
Customs Duties	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller
Delivery Charges to Final Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller

Recommended Modes of Transportation

Mode	Term		Incoterms Rules and Standards
Any Mode of Transport including Multimodal	EXW	Ex Works (...Named Place of Delivery)	<ul style="list-style-type: none"> ■ Incoterms only relate to trade terms in the contract of sale between the buyer and seller and do not deal with the contract for carriage. ■ The roles and responsibilities listed on the front of this document can be altered / changed as long as there is an agreement between the buyer and seller. ■ Incoterms do not identify where the transfer of ownership or title occur. A separate statement regarding ownership / transfer of title should be included on the purchase order, contract, quote, proforma invoice and or commercial invoice. ■ Incoterms are not all inclusive and cannot address issues such as customary operations of carriers, ports, trade government regulations etc. ■ Incoterms are written to reflect rather than dictate trade practices. ■ Only two incoterms express when insurance is to be bought and issued - CIP and CIF.
	FCA	Free Carrier (...Named Place of Delivery)	
	CPT	Carriage Paid To (...Named Place of Destination)	
	CIP	Carriage & Insurance Paid To (...Named Place of Destination)	
	DAT	Delivered at Terminal (...Named Place/Port of Delivery)	
	DAP	Delivered at Place (...Named Place of Destination)	
	DDP	Delivered Duty Paid (...Named Place of Destination)	
Ocean	FAS	Free Alongside Ship (...Named Port of Shipment)	
	FOB	Free On Board (...Named Port of Shipment)	
	CFR	Cost and Freight (...Named Port of Destination)	
	CIF	Cost, Insurance and Freight (...Named Port of Destination)	

General Terms and Conditions of Purchase

Scope

These General Terms and Conditions of Purchase (“**GTCP**”) govern the pre-contractual and contractual relationship between Foot Locker Europe B.V. including its subsidiaries (“**FLE**”) and its supplier (“**Vendor**”) and the provisions hereof apply in full unless agreed otherwise in writing. If there is a discrepancy between the English language version and any translated version hereof, the English version shall govern.

1. Applicable conditions

- 1.1 The relevant purchase order, letter of instruction or any other instruction issued by FLE (“**Order**”), sets forth the terms under which FLE purchases goods (“**Goods**”) and/or services (“**Services**”) (together referred to as “**Supply**”) from Vendor. Orders must be signed by a FLE authorized representative to be binding. These GTCP are applicable to Orders issued by FLE and together form a binding contract (“**Agreement**”).
- 1.2 An Agreement is also formed when Vendor implicitly accepts FLE’s Order by initiating delivery of the Goods and/or commencement of performance of any Services of that Order.
- 1.3 The Order or these GTCP can be varied only in writing signed by an FLE authorized representative. Course of performance, course of dealing and usage of trade shall not be applied to modify these GTCP. Any other one-sided statement or writing from Vendor shall not alter or otherwise affect the Agreement.
- 1.4 FLE is not bound by and hereby expressly rejects Vendor’s general conditions of sale/service and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Vendor.
- 1.5 Any applicable taxes and import duties shall be included and specified in Vendor’s offer, proposal, quotation or tender documents (“**Offer**”).
- 1.6 All rights of Vendor hereunder are cumulative and in addition to those that FLE has by law.

2. Conclusion of the Agreement

- 2.1 Where a Vendor is required to return a signed Order, Vendor will have two (2) weeks after receipt of the Order from FLE within which to sign and return the Order. If Vendor fails to accept the Order by written confirmation within that two (2) weeks period, FLE reserves the right to revoke the Order. Where Vendor’s written confirmation varies from the original Order, FLE shall only be bound thereby if it agrees to such variation in writing.
- 2.2 FLE shall not be obliged to return any documentation or samples received in connection with an Offer made to FLE. All costs incurred by Vendor in preparing and submitting any Offer or acceptance of FLE’s Order, shall be for the account of Vendor.
- 2.3 If Vendor makes a start on the performance of the Supply without having received an Order from FLE, Vendor does so at its own expense and risk.

3. Contract Variations

- 3.1 FLE shall be entitled to amend the content and scope of the Supply. If Vendor is of the opinion that the amendment has an effect on the agreed price or delivery period, FLE shall immediately be informed of this in writing ultimately within ten (10) days from the day such amendment was communicated. In the event such amendment entails additional work, Vendor shall within that period issue:
 - (a) a written quotation with regard to the price and period involved; and
 - (b) a document setting out the impact (if any) this additional work will have on the Supply to be performed by Vendor.

- FLE may cancel the amendment at will, without any compensation being due as a result thereof, in which case the initial content and scope of the Supply shall remain applicable.
- 3.2 Amendment of the price or delivery period shall be affected on the basis of the unit prices and tariffs set out in an Order, or on the basis of reasonableness and the standards and assumptions on which the Agreement is based.
- 3.3 Vendor shall not perform additional work before FLE has issued written instructions to that effect. Additional work Vendor should have or could have anticipated, or which is considered to be the result of a shortcoming on Vendor's part, shall not be considered additional work and the same shall not be payable by FLE.
- 4. Time of the Essence**
- 4.1 Time is of the essence and all dates and delivery periods referred to in the Agreement are firm.
- 4.2 In the event that Vendor anticipates not being able to comply with any delivery period or date or any of its other obligations under the Agreement, Vendor shall immediately notify FLE in writing, stating the reason(s) for the non-compliance or delay, the (expected) consequences thereof and Vendor's proposed solution(s).
- 5. Performance of Supply**
- 5.1 Vendor shall perform the Supply with due skill and care, using the appropriate materials and employing sufficiently qualified staff.
- 5.2 Vendor shall be fully liable for the acts and omissions of any and all subcontractors or third parties which are directly or indirectly engaged by Vendor in connection with the Supply.
- 5.3 Only written confirmation by FLE shall constitute acceptance of the Supply. If FLE rejects the Supply under article 7 below, any delay and the possible consequences thereof, shall be for the risk and responsibility of Vendor unless Vendor can demonstrate the rejection by FLE was evidently unjustified.
- 6. Warranty**
- 6.1 Vendor represents and warrants to FLE that the Supply, including the connected designs, manufacturing, installations or other work to be performed by or on behalf of Vendor under the Agreement:
- (a) is suitable for the intended purpose and shall be new, merchantable, of good quality with using the appropriate materials and be free from all defects in design, materials, construction and workmanship;
 - (b) will strictly comply with the specifications, approved test models or samples, applicable rules & regulations and all other requirements under the Agreement;
 - (c) is delivered with (copies of) all required licenses, which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
 - (d) shall be free from any and all liens and encumbrances;
 - (e) have been designed, manufactured and delivered in compliance with all applicable national, EU and any other rules and regulations (including labor laws) Vendor is required to adhere to;
 - (f) complies with the customary norms and standards in the relevant branch of trade or industry; and
 - (g) is provided with and accompanied by all information and instructions necessary for proper and safe use.
- 6.2 The warranties set forth in Article 6.1 are not exhaustive and shall not be deemed to exclude any warranties set by law, Vendor's standard warranties or other rights or warranties, which FLE may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale and shall extend to FLE.

- 6.3 Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in Article 6.1 will apply for a period of twenty-four (24) months from the date of acceptance of the Supply by FLE (“Warranty Term”). Supply repaired or replaced within the Warranty Term is warranted for the remainder of the original Warranty Term or twelve (12) months following the acceptance date by FLE of the repair or replacement Supply, whichever period is longer.
- 6.4 If reference is made in the Agreement to technical, safety, quality, environmental or other documents not attached to the Agreement, Vendor shall be deemed to have knowledge of these and accepted the applicability thereof to the Agreement, unless FLE is informed to the contrary in writing without delay. FLE shall provide Vendor with further information on these documents when so requested.
- 6.5 Vendor shall, at its own expense, be responsible for obtaining in good time the necessary permissions, permits or licenses required for carrying out the Agreement and for complying with the conditions stipulated therein.
- 6.6 Vendor shall actively ensure that the Supply has as little negative environmental impact as possible. Supply which may have a negative impact on the environment, for example emissions into the air, water or soil, must be explicitly made known beforehand to FLE.

7. Inspection, Testing and Rejection of Supply

- 7.1 Inspection, testing of or payment for the Supply by FLE shall not constitute acceptance thereof or a waiver of any right of FLE. Inspection or acceptance of or payment for the Supply by FLE shall not release Vendor from any of its obligations, representations or warranties under the Agreement.
- 7.2 FLE may, at any time, inspect the Supply and the process for the Supply. If any inspection or test by FLE is made on the premises of Vendor, Vendor shall provide reasonable facilities and assistance for the safety and convenience of FLE’s inspection personnel. Vendor shall not derive any rights from the results of such inspection.
- 7.3 If following the inspection FLE concludes that the quality of the Supply does not or according to its reasonable expectations will not comply with the Agreement, FLE shall provide Vendor a written notice of rejection, including the grounds thereto.
- 7.4 Upon receipt of FLE’s notice of rejection, Vendor shall be obliged at its own expense to take or make all measures, corrections, additions or modifications reasonably requested by FLE, or which are necessary to comply with the Agreement in full, within a reasonable time period, but in any case, as soon as possible. Failing this, FLE shall be entitled, without prejudice to any other rights, to take all necessary measures, including having the Supply performed by third parties at Vendor’s risk and expense. In such an event, Vendor shall provide FLE and the third parties with all cooperation requested. The costs of any necessary second inspection shall be borne by Vendor.
- 7.5 Where the safety of people, property or other urgent circumstances so require, FLE shall be entitled to immediately repair damages and defects at Vendor’s expense, without prior notification thereof to Vendor being required (unless Vendor can demonstrate that it cannot be held responsible for the damages and defects). Thereafter, Vendor shall be notified thereof by FLE as soon as possible.

8. Delivery & Delivery Dates

- 8.1 All Goods shall be delivered Delivered Duty Paid (“**DDP**”) with carriage paid, in accordance with the version of Incoterms applicable at the time an Order is placed by FLE, without prejudice to the provisions contained in these GTCP. Partial deliveries shall not be permitted without the written consent of FLE.
- 8.2 Each delivery of Goods to FLE shall include a packing list which contains at least:
- (a) the applicable Order number;
 - (b) the quantity shipped;
 - (c) the date of shipment; and

- (d) furthermore with all certificates customary or required for such Goods and relevant mode of delivery, such as certificates of origin, certificates of analysis and certificates of conformity.
- 8.3 Vendor shall make no partial delivery or delivery before the agreed delivery date(s). FLE reserves the right to refuse delivery of Goods and return same at Vendor's risk and expense if Vendor defaults in the manner and time of delivery or in the rate of shipment.
- 8.4 Vendor shall pack, mark and ship the Goods in accordance with all applicable laws, rules and regulations, including those related to goods containing any hazardous or chemical substances, as well as with sound commercial practices and FLE's specifications, in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for FLE. Notwithstanding the provisions of the applicable Incoterms, Vendor shall be responsible for any loss or damage due to its failure to properly preserve, package, stow or handle the Goods. FLE shall not be required to assert any claims for such loss or damage against the common carrier involved. Vendor shall remove or take back any containers, packaging material and waste at its own expense and risk.
- 8.5 If Vendor exceeds any agreed delivery and/or completion date(s) or period(s), FLE shall be entitled to impose a penalty of one percent (1%) of the price of the delayed Supply without prior notice of default to Vendor, for each calendar week or part thereof of delay, up to a maximum of ten percent (10%) and this shall immediately be claimable on the date the penalty is imposed. Imposition, recovery or settlement of this penalty shall not affect FLE's right to performance, compensation and termination of the Agreement.
- 8.6 If Vendor exceeds any agreed delivery and/or completion date(s) or period(s), FLE shall be entitled to impose a penalty of 1% of the price of the Supply without prior notice of default to Vendor, for each calendar week or part thereof exceeded, up to a maximum of 10% and this shall be claimable immediately on the date the penalty is imposed.
- 8.7 Imposition, recovery or settlement of the above mentioned penalty shall not affect FLE's right to performance, compensation and termination of the Agreement.
- 9. Price, invoicing and payment**
- 9.1 Unless agreed otherwise in writing, the agreed price in the Order is fixed in the local currency of the FLE affiliate, which requires the Supply, exclusive of VAT and inclusive of all costs and charges which are necessary in order for Vendor to perform the Supply.
- 9.2 All invoices must be in the English language. FLE will pay invoices within thirty (30) days after FLE receives the invoice. Vendor cannot invoice FLE before FLE's full acceptance of the Supply. Duplicates of an invoice shall be identified as such.
- 9.3 All invoices from Vendor must be compliant with relevant local regulations and must be correctly addressed to FLE with reference to:
- (a) the name and address of Vendor;
 - (b) the Order number as per the placed Order;
 - (c) itemized number(s) if applicable;
 - (d) related store number and name if applicable/mainframe SKU;
 - (e) bank details;
 - (f) a copy of the Order;
 - (g) Vendor's VAT number and applicable VAT rate;
 - (h) date of Supply with clear description;
 - (i) quantity of Supply;
 - (j) price excluding and including VAT; and
 - (k) any discount.
- FLE shall be entitled to suspend payment for as long as these details remain outstanding.
- 9.4 FLE is entitled to set off debts owed to the Vendor against claims FLE may have against Vendor by means of a set-off note.

- 9.5 Before performing the Supply, FLE may request Vendor to provide a deposit or a standard performance bank guarantee (at first demand) at Vendor's expense if FLE is required by Vendor to make partial or total payment in advance of the Supply.

10. Resources, Ownership and Right of retention

- 10.1 Models, stamps, molds, templates, calibers, drawings and the like procured or manufactured by Vendor in aid of the Supply, shall be deemed to have been procured or manufactured by Vendor for and on behalf of FLE at the moment that these articles are provided to Vendor or have been manufactured by Vendor, and be the property of FLE.
- 10.2 If FLE makes items available or is considered to have made items available to the Vendor in aid of the Supply, these shall remain or become the property of FLE and Vendor shall be obliged to retain these items, clearly marked as FLE's property and to make a declaration of ownership in FLE's favor if requested to do so.
- 10.3 Items created by amalgamation or otherwise, become FLE's property at the moment of their creation. Vendor shall be deemed to have created the items for FLE and shall retain these new items as FLE's property and make a declaration of ownership in FLE's favor if requested to do so.
- 10.4 Vendor shall not be entitled to exercise a right of retention over items or documents, which are in his possession by virtue of the Agreement and also to rely on the right of retention as reason to refuse surrender thereof.
- 10.5 All risks associated with the Goods shall pass from Vendor to FLE in accordance with the Incoterms stated in article 8 above or as otherwise agreed in the Agreement. Title to the Goods shall pass from Vendor to FLE upon delivery at the agreed place where Goods are to be delivered or upon payment of the price for such Goods, whichever is earlier. If title to the Goods has passed to FLE prior to delivery at the delivery point, Vendor shall clearly mark such Goods as FLE's property and keep them separately from all other goods.

11. Intellectual Property Rights and Licenses

- 11.1 All intellectual property rights existing at the conclusion of the Agreement, shall remain with the respective party. If existing intellectual property rights of Vendor apply to the Supply or accompanying documentation, FLE shall be entitled to the right of use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that result from the performance of the Supply by Vendor, its employees or third parties involved by Vendor for performance of the Agreement, shall be vested in FLE and any compensation in relation thereto shall be deemed to be included in the agreed price. Vendor shall be obliged to do everything necessary to obtain or establish the above-mentioned rights when first requested to do so by FLE. Vendor hereby waives any of its rights due to it, including any moral or paternity rights, vis-à-vis FLE, where the law permits this. Any improvements to existing intellectual property rights shall be vested in FLE.
- 11.2 Vendor guarantees that the Supply does not infringe any intellectual property rights of third parties. Vendor indemnifies FLE against any (alleged) claims by third parties in this regard and shall reimburse FLE for any damages suffered as a result thereof.

12. Liability

- 12.1 Vendor shall be liable for all damages suffered by FLE due to Vendor's failure to comply with the Agreement or due to infringement of any other contractual or non-contractual obligation or duty, including without limitation those of article 17 (personal data). Vendor shall indemnify and hold harmless FLE, its personnel and agents, against any claims by third parties or authorities for damages, fines or penalties and other legal actions against FLE in this respect.
- 12.2 Vendor shall fully insure and keep insured his liability under the law and/or Agreement in respect of FLE and furthermore shall insure and keep insured all risks in its business operations, which

- can be insured on standard terms. Vendor shall at FLE's request immediately provide (a certified copy of) the insurance policies and evidence of payment of the connected insurance premium.
- 12.3 Neither FLE nor Vendor excludes or limits its liability in relation to the Agreement in case of death or personal injury arising from its own negligence, gross negligence, willful misconduct, fraud or a breach of an obligation of confidentiality or for any liability that cannot by law be excluded or limited.
- 12.4 In no event shall FLE be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if FLE has been advised of the possibility of such damages. In no event shall FLE be liable to Vendor, its successors or assigns for damages in excess of the amount due to Vendor for complete performance under the Agreement, less any amounts already paid to Vendor by FLE.

13. Business Conduct

- 13.1 Vendor confirms that it has read, understood and shall comply with FLE's:
(a) Code of Business Conduct which can be found here: <https://www.footlocker-emea.com/our-core-values/> (or any updated and published version thereof); and
(b) Global Sourcing Guidelines (together the "Codes").
- 13.2 Upon request, FLE shall provide Vendor with a copy of the Codes.

14. Force Majeure

- 14.1 In the event that Vendor is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Vendor) and Vendor has provided sufficient evidence for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of such force majeure.
- 14.2 FLE shall be entitled to terminate the Agreement with immediate effect by written notice to Vendor if the context of the non-performance justifies immediate termination and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Vendor shall not be entitled to any form of compensation in relation to the termination.
- 14.3 Force majeure on the part of Vendor shall, in any event, not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties commissioned by Vendor, financial problems of Vendor nor the inability of Vendor to secure the necessary licenses, legal or administrative permits or authorizations in relation to the Supply.

15. Non-Disclosure and Information Obligations

- 15.1 If so requested, Vendor shall provide FLE with all information pertaining to the Supply in so far as it could be of relevance or importance to FLE (to be reasonably determined by FLE).
- 15.2 Vendor shall treat as confidential and shall not disclose any information or documents: (i) received from FLE; or (ii) that Vendor otherwise acquires relating to FLE's business or business of FLE's affiliates; or (iii) that Vendor has created or produced in connection with any Agreement, including the scope of the Supply and any results thereof; to any third party without the prior written consent of FLE, provided that Vendor may, without such approval of FLE being required, disclose any such information to: (a) its employees or its affiliates' employees as well as its subcontractors and their employees to the extent necessary for the performance of the relevant Agreement, provided that such employees and subcontractors and their employees are bound by confidentiality obligations no less stringent than contained in this article 15; or (b) to the extent required by any applicable laws, any governmental authority or court order. Vendor shall use and cause its employees and affiliates' employees, as well as its subcontractors and their employees, to use such information only as necessary to fulfill Vendor's obligations under the Agreement. Upon termination of the Agreement, all such information shall be returned to FLE, or at FLE's

option, destroyed by Vendor. Vendor shall not make any announcement or release any information concerning any Supply, or business relationship, to any other person or entity, including the press or any official body, except as required by law, unless prior written consent is obtained from FLE. The obligations contained in this article 15 will continue in force notwithstanding termination, expiration or completion of the Agreement, however caused, although such provisions do not apply to any information or document in the public domain, or coming in to the public domain other than through violation of any confidentiality obligations, or which can be shown by Vendor to FLE's satisfaction to have been known by Vendor independently.

- 15.3 Vendor shall not be entitled to use the FLE name and/or logo in advertisements and other commercial publications without prior written permission from FLE.

16. Working Conditions (health and safety)

- 16.1 Vendor shall comply with all applicable statutory provisions in the area of health and safety and use its best efforts to, regarding personnel employed by Vendor or its direct sub-contractors or anyone who is present on a work site, including FLE personnel and visitors ("**Staff**"): (a) minimize and, if possible, eliminate dangers to the health and safety of Staff in the performance of the Supply; and (b) ensure that no Staff incurs any harm or physical injury.
- 16.2 Before commencing the performance of Supply Vendor must provide FLE with a risk analysis in writing, which: (a) analyses all potential dangers to the health and safety of the Staff; and (b) determines measures to minimize and, if possible, eliminate such dangers.
- 16.3 Vendor shall ensure that its employees or its direct sub-contractors ("**Vendor Staff**"): (a) are competent to execute the performance on the grounds of training and/or experience (and upon request Vendor shall submit written evidence of such experience and training); and (b) if relevant, take part in a work site-specific training organized by FLE and receive suitable personal protective equipment from Vendor before starting to execute the performance of the Supply on a work site. The Vendor shall ensure that the Vendor Staff uses the personal protective equipment in the proper manner and that such equipment is always in good working order.
- 16.4 FLE reserves the right to, as it deems reasonably necessary, deny Vendor staff access to a work site and/or suspend the performance of the Supply on health or safety grounds, without any liability for loss and costs on its part, even if such measure in hindsight was unnecessary.
- 16.5 Vendor shall designate as its representative for environment, health and safety ("**Vendor's EHS representative**") a person competent for this purpose and shall ensure that Vendor's EHS representative takes part in the safety meeting, which FLE shall periodically organize.
- 16.6 Vendor shall regularly check if statutory and contractual health and safety provisions are complied with by doing safety rounds on a work site where Vendor's performances are executed. Vendor shall invite FLE to take part of the safety round well in advance. If Vendor discovers non-compliance of health and safety provisions, it shall secure compliance expeditiously and notify FLE of the findings and status of corrective measures.
- 16.7 On request of FLE, Vendor shall give immediate access to all documents regarding health and safety and relating to Vendor's performance of Supply.
- 16.8 If a health and safety incident occurs related to Vendor's performance of the Supply, which results in: (a) death; or (b) serious personal injury; or (c) if Vendor becomes aware of an event or circumstances, which could potentially lead to an event stated under (a) or (b), Vendor must immediately notify FLE of this and expeditiously do the following: 1) perform a root cause analysis of the incident; 2) take suitable measures to rule out similar incidents in future;

- 3) set terms for implementing the measures; and
 - 4) provide FLE with a written, sufficiently detailed report on the root cause, the measures to be taken and how these measures will be implemented. Vendor shall cooperate with any additional investigation by FLE.
- 16.9 If FLE has drawn up a document regarding the environment, health and safety for a work site (“**EHS Plan**”), FLE will provide a copy of the EHS Plan to Vendor. Vendor shall confirm receipt of the EHS Plan in writing and observe the provisions stated herein along with any updates.
- 16.10 Vendor shall ensure that its direct and indirect sub-contractors, hired for the performance of the Supply, observe the EHS Plan and its updates.
- 16.11 Without prejudice to any other rights to which FLE is entitled, FLE may, if the Vendor substantially or repeatedly fails to comply with the statutory or contractual health and safety provisions, including the provisions of this Article 16.11 and the provisions of the EHS Plan, terminate the Agreement without incurring any liability to Vendor. In case of such termination, Vendor shall (with the exclusion of other claims, including claims for loss of profit and/or loss of overhead costs coverage) be entitled to compensation for all Supply correctly performed in accordance with the Agreement prior to such termination, based on the prices and rates stated in the Order.

17. Personal Data

- 17.1 Where Vendor processes personal data in the performance of the Agreement, Vendor agrees and warrants that Vendor shall:
- (a) comply with all privacy and data protection laws and regulations applicable to the Supply (including in any case the EU General Data Protection Regulation);
 - (b) process personal data only;
 - 1) on behalf of and for the benefit of FLE;
 - 2) in accordance with FLE’s instructions;
 - 3) for the purposes authorized by the Agreement or otherwise by FLE; and
 - 4) in so far as necessary for the Supply rendered to FLE and as permitted or required by law;
 - (c) maintain the security, confidentiality, integrity and availability of the personal data;
 - (d) implement and maintain appropriate technical, physical, organizational and administrative security measures;
 - (e) not transfer the personal data outside of the borders of the European Economic Area (EEA) or countries deemed to have an adequate level of protection, without explicit approval from FLE and the required protective measures in place;
 - (f) ensure it has measures, procedures, practices and other safeguards to protect the personal data against;
 - 1) anticipatable threats or hazards to its security and integrity; and
 - 2) loss, unauthorized access to, or acquisition or use of or unlawful processing; and
 - (g) promptly inform FLE of any actual or suspected security incident or breach involving the personal data.
- 17.2 To the extent that Vendor permits a sub-contractor to process the personal data, Vendor shall ensure that it binds such sub-contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Article 17.
- 17.3 Vendor shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the personal data. Vendor accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the personal data, where Vendor fails to erase or destroy the personal data upon termination of the Agreement.

18. Assignment and Subcontracting

Vendor is not permitted to subcontract the Supply or any part thereof to third parties nor to assign its rights and obligations resulting from the Agreement in whole or in part to third parties without prior written permission from FLE.

19. Termination

- 19.1 FLE shall have the right to completely or partially terminate the Agreement without further notice of default by means of written notice taking into account a reasonable notice period and under the condition FLE pays any reasonable costs already incurred or to be incurred by the Vendor.
- 19.2 FLE shall have the right to completely or partially terminate the Agreement without further notice of default by means of written notice to that effect without prejudicing its other legal rights by law or contract (including entitlement to remedies or compensation), in the event that:
- (a) Vendor defaults on one or more of the obligations as contained in the Agreement;
 - (b) Vendor is declared bankrupt, has requested suspension of payment, its business has been shut down or liquidated, a substantial part of its assets have been attached or its business has been transferred to third parties;
 - (c) the delivery of Supply is rejected after inspection or re-inspection; or
 - (d) Vendor breaches the Codes.
- 19.3 In the event of termination of the Agreement, the risk of Supply already delivered and/or performed remains with Vendor. Any Goods shall then be at Vendor's disposal and they are to be collected or removed by Vendor. Vendor shall refund any payments already made by FLE immediately.
- 19.4 In the event of such termination of the Agreement, Vendor shall ensure that it has provided all project documentation to FLE and will permit FLE direct access to the use of the services provided by Vendor's sub-contractor(s).

20. Applicable Law and Disputes

The Agreement shall exclusively be governed by and construed in accordance with the laws of the country in which the Foot Locker contracting party (FLE) to the Agreement is incorporated. The United Nations Convention on International Sale of Goods shall not apply to the Agreement. FLE and Vendor consent to the exclusive jurisdiction of the competent court(s) of the country in which the Foot Locker contracting party (FLE) to the Agreement is incorporated.