



Dear Retailer,

At Williamson-Dickie Manufacturing Company, LLC (“Dickies”), we are committed to you—the retailer partners that help our company satisfy customer needs and deliver best-in-class workwear and apparel. To protect our Dickies®, Walls®, and Liberty® brands and the integrity of our authorized distribution channels, Dickies is announcing and implementing an Authorized Retailer Program, effective January 1, 2020.

Among other benefits, our Authorized Retailer Program will ensure that all sellers of Dickies®, Walls®, and Liberty® products (“Products”) understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Retailer Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products. Your obligations under our new Authorized Retailer Program are outlined in the **Williamson-Dickie Manufacturing Company, LLC Authorized Retailer Policy**, and the key features are noted below:

- **Where and to Whom You May Sell Our Products:** The Authorized Retailer Policy requires that to the extent that you engage in the resale of our Products, you sell them solely to end users and not to persons or entities who intend to resell the Products. You also may not market for sale or ship the Products outside of the United States without our prior written consent.
- **Limitations on Online Sales:** **You are not permitted to sell any of the Products on or through *any* website, online marketplace (including, but not limited to, Amazon and Walmart marketplaces), mobile application, or other online forum without receiving the prior written consent of Dickies. This provision will be strictly enforced.**
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase our Products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you must provide to your customers. The Authorized Retailer Policy also provides certain steps that you must take to maintain the quality of the Products until they reach consumers.

Thank you for your careful attention to the attached documents and for your continued support of our brands. For answers to frequently asked questions, please refer to the enclosed FAQ, and please direct any other questions about the Authorized Retailer Program, or the attached documents, to DK_brandprotection@vfc.com.

Thank you in advance for your cooperation and assistance.

Sincerely,

Williamson-Dickie Manufacturing Company, LLC



**WILLIAMSON-DICKIE MANUFACTURING COMPANY, LLC
AUTHORIZED RETAILER POLICY
Effective Date: January 1, 2020**

This Williamson-Dickie Manufacturing Company, LLC Authorized Retailer Policy (“Retailer Policy”) is issued by Williamson-Dickie Manufacturing Company, LLC (“Dickies”) and applies to Authorized Retailers of Dickies®, Walls®, and Liberty® products (“Product(s)”) in the United States of America. By purchasing Products from Dickies or from a Dickies Authorized Distributor for retail sale, you (“Retailer”) agree to adhere to the following terms. Until such status is otherwise revoked by Dickies in Dickies’ sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. Dickies may review Retailer’s activities for compliance with this Retailer Policy, and Retailer agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Retailer’s facility and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is only authorized to sell Products to End Users and/or use the Products in the course of its business. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, invoice, or promote the Products outside the United States of America without Dickies’ prior written consent.

2. **Online Sales.** **Retailer shall not sell Products on or through any website, online marketplace (including but not limited to Amazon.com, Groupon.com, Walmart.com, eBay.com), mobile application, or other online forum without the prior written consent of Dickies, granted through execution by Dickies of the Williamson-Dickie Manufacturing Company, LLC Authorized Online Seller Agreement.** The terms of this Retailer Policy supersede any prior agreement between Dickies and Retailer regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Retailer by Dickies to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Dickies. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Dickies.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Retailer shall comply with all instructions provided by Dickies regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Retailer shall store Products in a cool, dry place, away from direct sunlight.

(b) Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations are not permitted. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Retailer shall not alter Products.

(c) Retailer shall not sell any Product that has been returned opened or repackaged.

(d) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Dickies at Dk_brandprotection@vfc.com.

(e) Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(f) Retailer shall cooperate with Dickies with respect to any Product tracking systems that may be implemented from time to time.

(g) Retailer shall cooperate with Dickies with respect to any Product recall or other consumer safety information dissemination efforts.

(h) Retailer shall report to Dickies any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist Dickies in investigating any such complaints or adverse claims.

(i) Retailer shall cooperate with Dickies in the investigation and resolution of any quality or customer service issues related to Retailer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Retailer acknowledges and agrees that Dickies or its licensors own all proprietary rights in and to the Dickies®, Walls®, and Liberty® brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "**Dickies IP**"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Dickies IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Dickies IP shall inure solely to the benefit of Dickies or its licensors. Retailer's use of the Dickies IP shall be in accordance with any guidelines that may be provided by Dickies from time to time ("**Brand Guidelines**") and must be commercially reasonable as to the size, placement, and other manners of use. Dickies reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Dickies IP at any time, without limitation. Retailer shall not create, register, or use any domain name or any mobile application that contains any Dickies product name or any trademark owned by or licensed to Dickies, nor a misspelling or confusingly similar variation of any Dickies product name or any trademark owned by or licensed to Dickies. Dickies reserves the right to review and approve all advertising materials containing the Dickies IP.

6. **Termination.** If Retailer violates this Retailer Policy, Dickies reserves the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Dickies Products or has any affiliation whatsoever with Dickies; and (iii) using all Dickies IP.

7. **Modification.** Dickies reserves the right to update, amend, or modify this Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the Dickies IP, or use of any other information or materials provided by Dickies to Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer Policy, and its attachments, if any, constitute confidential, proprietary information of Dickies and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Dickies.



**WILLIAMSON-DICKIE MANUFACTURING COMPANY, LLC
AUTHORIZED RETAILER PROGRAM FREQUENTLY ASKED QUESTIONS
FOR AUTHORIZED RETAILERS**

Q1. What is the Authorized Retailer Program and why is Dickies implementing it?

A1. The Authorized Retailer Program is designed to protect the long-term integrity of the Dickies®, Walls®, and Liberty® brands and to support our relationships with our valued distribution channel partners, both in brick-and-mortar channels and online. The Program also aims to ensure that consumers receive the high-quality Dickies®, Walls®, and Liberty® products (“Products”) and customer service they have come to expect from our brands.

Q2. How will the Authorized Retailer Program benefit me?

A2. The Authorized Retailer Program will assist Dickies in identifying and taking action against unauthorized sellers who harm channel partners like you and consumers by selling damaged, poor-quality, or even counterfeit products. The Program is critical to positioning our brands for long-term success in today’s evolving, increasingly e-commerce-driven retail environment.

Q3. What is covered by the Authorized Retailer Program policies?

A3. The Authorized Retailer Program policies describe the rules regarding where and to whom our Products may be sold. The policies also explain our expectations for distribution channel partners related to product quality and customer service. These requirements are designed to ensure that consumers receive the quality and service that they have come to expect from Dickies.

Q4. Do I have to sign the Authorized Retailer Policy?

A4. No. You are not required to sign the Policy. The Policy is an announcement by Dickies of the brand protection expectations for its channel partners.

Q5. When is the Authorized Retailer Policy effective?

A5. The policy will be effective on January 1, 2020.

Q6. Am I permitted to sell online?

A6. Authorized Retailers may not sell any of the Products online without the prior written approval of Dickies. Authorized Retailers that are interested in selling our Products online should contact DK_brandprotection@vfc.com for more information. Dickies is not currently considering requests for authorization to sell on any online marketplaces.

Q7. Who can I contact with other questions about the Authorized Retailer Program?

A7. Other questions regarding the program may be directed to DK_brandprotection@vfc.com.