
MANUFACTURING AGREEMENT

Inticom S.p.A.
Società Unipersonale
Via Carlo Noè, 22
21013 Gallarate (VA) Italia
tel. +39 0331 7621
fax +39 0331 762800
P.IVA/C.F. 02649140122
Cap. Soc. € 10.000.000 i.v.
R.E.A. 274435
PEC: inticomspa@certimprese.it
info@yamamay.com
yamamay.com



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MANUFACTURING AGREEMENT

THIS AGREEMENT is hereby entered into by and between:

Inticom S.p.A., a company organised and existing under the laws of the Republic of Italy, fully owned by Pianoforte Holding S.p.A., having its registered office at via Carlo Noè 22, Gallarate (VA) Italy, registered at the Company Registry of Varese, no. 02649140122, with a share capital equal to Euro 10.000.000 fully paid-up, hereby duly represented by Mr. Paolo Masciandaro in his capacity as General Manager

(hereinafter referred to as the “**Principal**” or “**Inticom**”);

and

(Company name) _____

a company organised and existing under the laws of _____

having its registered office at

registered at the Company Registry of _____

hereby duly represented by Mr. _____

in his capacity as _____

(hereinafter referred to as the “**Supplier**”)

Inticom and the Supplier are hereinafter jointly referred to as the “**Parties**”, and severally as a “**Party**”.

RECITALS

Whereas:

- (a) Inticom sells products in Italy and worldwide - such as, by way of example only, lingerie articles, underwear, nightwear, cosmetics, bathing suits and beachwear, knitwear, related fashion accessories and similar products - bearing the Yamamay Trademarks (as defined below) (hereinafter referred to as the “**Products**”);
- (b) the Supplier has a proven and well recognised expertise in the manufacturing and supply of products similar to the Products that may be ordered by Inticom according to this Agreement;
- (c) the Supplier is familiar with the quality standards of the Products sold by Inticom and by the Inticom Companies (as defined below) and has expressed its interest in manufacturing and supplying the Products to Inticom pursuant to the terms and conditions set out in this Agreement;
- (d) the Supplier represents and warrants that it has the capability and the financial resources necessary for duly complying with the obligations set out in this Agreement;
- (e) the Principal and the Supplier are independent and autonomous entrepreneurs, with their own financial and business liability and will fulfil all the obligations set forth in this Agreement through their own autonomous operational capability;
- (f) the Principal and the Supplier hereby intend to govern the terms and conditions upon which,



following request by Inticom, the Supplier shall manufacture and supply the Products to the Principal.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions contained in this Article 1 shall apply to both the singular and the plural usage of each respective term.
- 1.2 In addition to the terms and expressions defined in other clauses and in the Recitals of this Agreement, the words and expressions listed below shall have the following meanings:
 - 1.2.1 “**Agreement**” means this agreement, its Recitals and its Annexes;
 - 1.2.2 “**Approved PPS**” has the meaning set forth in paragraph 4.7.3;
 - 1.2.3 “**Approved Prototype**” has the meaning set forth in paragraph 4.6.6;
 - 1.2.4 “**Bulk Materials**” has the meaning set forth in paragraph 4.6.6;
 - 1.2.5 “**Code of Conduct**” means the document attached hereto as “Supplier Code of Conduct”;
 - 1.2.6 “**Control**”, “**Controlling**” and “**Controlled**” have the meaning provided for by, and shall be interpreted pursuant to, article 2359 of the Italian Civil Code;
 - 1.2.7 “**Definitive Purchase Order**” has the meaning set forth in paragraph 4.5.2;
 - 1.2.8 “**Inticom Companies**” means the Principal and any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control of the Principal;
 - 1.2.9 “**Inticom IP**” means any and all intellectual property rights owned by Inticom, such as, by way of example only, the Yamamay Trademarks and any other patents, trademarks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, rights in software, *knowhow*, rights in designs and inventions;
 - 1.2.10 “**OK FOR PPS**” has the meaning set forth in paragraph 4.6.5;
 - 1.2.11 “**OK FOR PRODUCTION**” has the meaning set forth in paragraph 4.7.2;
 - 1.2.12 “**Person**” means any individual or entity, including, but not limited to, any partnership, trust, limited liability company;
 - 1.2.13 “**Pre-Production Samples**” or “**PPS**” has the meaning set forth in paragraph 4.7.1;
 - 1.2.14 “**Product Design Chart**” or “**PDC**” means the document containing all the specifications (including, but not limited to, the components list, size chart, graphic chart, materials and details, etc.) relating to the manufacturing of the Products;
 - 1.2.15 “**Products**” has the meaning set forth in Recital (a) and, in general, includes any other products bearing the Yamamay Trademark of a like or similar nature as Inticom may, for the purposes of this Agreement, in its sole and absolute discretion specify from time to time;
 - 1.2.16 “**Prototype**” has the meaning set forth in paragraph 4.6.4;
 - 1.2.17 “**Purchase Order**” has the meaning set forth in paragraph 4.5;



- 1.2.18 **“Purchase Price”** has the meaning set forth in paragraph 7.1;
- 1.2.19 **“Salesman Samples”** or **“SMS”** has the meaning set forth in paragraph 4.8.1;
- 1.2.20 **“Trade Secrets”** has the meaning set forth in paragraph 24.1;
- 1.2.21 **“Yamamay Trademarks”** means the trademarks “Yamamay”, “Yamamay Man”, “Inticom”, and any other trademarks used by Inticom or any of the Inticom Companies, whether registered or unregistered, together with all related logos, emblems or symbols, including combinations, forms and derivatives thereof as are from time to time used by Inticom or any of the Inticom Companies, whether registered or unregistered.

2. OBJECT

- 2.1 This Agreement (together with any Definitive Purchase Orders agreed by the Parties from time to time) governs the terms and conditions upon which the Supplier, using its own organization and assuming the related corporate risk, shall manufacture and supply the Products to Inticom and the Inticom Companies (which shall adhere from time to time to this Agreement) against the payment of the Purchase Prices (as defined below). The Supplier acknowledges and agrees that any Inticom Companies may adhere to this Agreement - with respect to a specific Purchase Order - at any time simply by issuing a Purchase Order; in this event, with respect to the related specific Purchase Order, the related Inticom Company shall be intended to be “the Principal” for all the purposes of this Agreement.
- 2.2 It is understood and agreed that Inticom shall have the right (and not the obligation) to order the Products and, therefore, unless a Definitive Purchase Order is agreed by the Parties and an OK FOR PRODUCTION is issued by Inticom for the related Product, the Supplier has no rights and/or expectations to manufacture and supply any Products to Inticom. The Parties further acknowledge and agree that Inticom shall not be restricted in any manner or otherwise prohibited from executing any agreement with any third parties for the manufacturing and the supply of any of the Products. Therefore, the Parties acknowledge and agree that, unless a Definitive Purchase Order is agreed by the Parties according to paragraph 4.5.2 below and an OK FOR PRODUCTION PPS is issued by Inticom for the related Products: (i) Inticom shall not (in any circumstances whatsoever) be liable to the Supplier for any cost, loss, damage and/or other liability (of whatsoever nature and howsoever arising) that the Supplier may suffer as a result of the exercising by Inticom of the rights provided for under this paragraph and, therefore, (ii) any costs arisen from all the activities described in the following paragraphs of the Article 4 shall be fully borne by the Supplier.

3. LICENSE AND EXCLUSIVE SUPPLY

- 3.1 Inticom hereby grants the Supplier with a free non-exclusive licence to use (in strict compliance with the provisions set forth in this Agreement) the PDC and any other Inticom IP (including, but not limited to, the Yamamay Trademarks) solely in order to manufacture the Products for the exclusive benefit of Inticom and the Inticom Companies, it being understood that in no event may the Supplier transfer or encumber



the use of any PDC or any Inticom IP unless prior written approval is given by Inticom.

3.2 For the sake of clarity, the Supplier acknowledges and agrees that:

- (i) the Products will be manufactured for the exclusive supply and use of Inticom and of the Inticom Companies;
- (ii) in no event the Supplier may manufacture and/or supply and/or sell in any form or manner the Products to any other Person, unless otherwise authorized in writing by Inticom; and, therefore,
- (iii) nothing in this Agreement shall be construed as a grant, or a deemed or implied grant, to the Supplier of a licence, right or privilege to manufacture, import, market, promote, distribute or sell (or to permit to be manufactured, imported, promoted, marketed, distributed or sold) any Products or use any of the Inticom IP (including, but not limited to, the PDC and the Yamamay Trademarks) beyond the scope of this Agreement as set forth in Article 2.

4. MANUFACTURING AND SUPPLY OF THE PRODUCTS

4.1 The Supplier shall manufacture and supply the Products, using its own organization and assuming the related corporate risk, in accordance with:

- (a) the terms and conditions of this Agreement,
- (b) the terms and conditions of any PDC, any Approved Prototype, any Approved PPS and any related Definitive Purchase Order,
- (c) any other Inticom's instructions (including, but not limited to, those instructions concerning labelling, hang-tags, packaging procedures, barcodes before the shipment),
- (d) all applicable laws and regulations, and
- (e) all applicable best practices and quality, safety and industry standards as well as third party certifications, the latter as far as required for Inticom to comply with the applicable laws and regulations.

4.2 The Products shall be manufactured and supplied by the Supplier professionally and with the highest degree of care, skill, diligence and prudence.

4.3 The provisions set forth in the following paragraphs of this Article 4 govern the procedure that the Parties shall follow every time Inticom requests the Supplier to manufacture and supply a new Product. For the sake of clarity, the Parties acknowledge and agree that paragraphs 4.5 and 4.9 shall apply also with respect to the Products for which the Supplier has already received an OK FOR PRODUCTION.

4.4 The Supplier expressly acknowledges the importance that the compliance with the time limits set forth in the following paragraphs has for a successful sale campaign of any Products manufactured and supplied in accordance with this Agreement.

4.5 *Purchase Order*

4.5.1 After the closing date of the negotiation between Inticom and the Supplier, Inticom may (without being obliged to) issue a purchase order for the Products (hereinafter, the "**Purchase Order**"), which shall specify, at least:



- 4.5.1.1 the kind and the quantity of the Products (also in terms of article/colour/size) to be manufactured and supplied;
 - 4.5.1.2 the price for each Product and the terms of payment;
 - 4.5.1.3 the applicable Incoterms;
 - 4.5.1.4 the terms of delivery of the Products, including place and timing of delivery and related penalties per day of delay; and
 - 4.5.1.5 any specific requirements established by the laws and regulations of the specific country where the Products are expected to be distributed, without prejudice to the provisions set forth in paragraph 8.3.33.
- 4.5.2 Within 7 (seven) calendar days of the receipt of a Purchase Order, the Supplier shall (i) accept such Purchase Order, by sending to Inticom a written confirmation or (ii) send to Inticom any comments and/or requests of modification. In case the Supplier sends a written acceptance of the Purchase Order to Inticom or fails to send any comments/requests of modification within the above term, the Purchase Order shall become definitively binding among the Parties (hereinafter, the “**Definitive Purchase Order**”), it being understood that, until an OK FOR PRODUCTION is issued with reference to the related Product/s, the Supplier shall not be authorised to start the production and, therefore, Inticom shall not be responsible either for the payment of the Purchase Prices, nor for any costs incurred by the Supplier in connection with the manufacturing of the related Products.
- 4.5.3 Any amendments to a Definitive Purchase Order shall be agreed in writing by both the Parties.
- 4.5.4 In the event that the Supplier terminates by his cause and/or will the manufacturing related to a Definitive Purchase Order without the Inticom’s written consent and/or cancels an Definitive Purchase Order, the Supplier shall pay to Inticom a penalty of an amount equal to 3 (three) times the value of the related Definitive Purchase Order, without prejudice to (i) the compensation of any further damages suffered by Inticom arisen out of or in connection with the termination of the manufacturing or cancellation of the Definitive Purchase Order and (ii) the right to terminate the Agreement according to paragraph 15.1.
- 4.6 ***PDC and Prototypes***
- 4.6.1 Inticom shall provide the Supplier with a PDC detailing all information and instructions to manufacture the new Product, packaging - as detailed in the Annex “Packaging guideline” - included.
- If the new Product belongs to the "corsetry" category, Inticom will provide the Supplier also with the related physical "General Component Book".
- 4.6.2 Within 10 days from the closing date of the negotiation between Inticom and the Supplier, the latter must produce and deliver to Inticom its own "General Component Book" in compliance with the physical-technical characteristics and with the quantities required for each individual component, handing back within the same term the "General Component Book" received from Inticom. The "General Component Book" produced by the Supplier will be tested by Inticom before being formally approved. If



Inticom notice the non-compliance of the "General Component Book" produced by the Supplier, the latter undertakes to deliver to Inticom, no later than 30 days from the relative communication, the components duly modified as requested. Once formally approved the "General Component Book" the same will be used by the parties also for future lines.

- 4.6.3 Within 20 calendar days from the closing date of the negotiation between Inticom and the Supplier, the latter must produce and deliver to Inticom a sample of the product, respecting the look of the final product, in order to allow Inticom to carry out the necessary internal commercial analyzes.
- 4.6.4 Within 30 (thirty) calendar days from the closing date of the negotiation between Inticom and the Supplier, the Supplier shall, at its own cost: (i) manufacture the three-dimensional samples of the related Product (hereinafter, the "**Prototype**"), according to the sizes, the design, the accessories, the colours, the measurements and all technical specifications of the materials and workmanships, described in the PDC, and (ii) deliver the Prototype to Inticom together with all the technical components of the Product (paper pattern, digital pattern, lab dip) as well as 3 meters of main fabric and secondary fabrics (linings, inserts, etc) accompanied by the related technical data sheets referred to in the Annex "Quality Standards and Requirements Manual".
- 4.6.5 Upon receipt of the Prototype and the documents described above, Inticom shall check the compliance of these with the PDC and with the general quality and safety requirements and may: (i) approve the Prototype, by sending to the Supplier a written confirmation (hereinafter, the "**OK FOR PPS**"), or (ii) provide the Supplier with any comments and requests of modification, and, if necessary, instruct the Supplier to manufacture and deliver to Inticom, within 10 (ten) calendar days of the receipt of the new request, a new Prototype or (iii) reject the Prototype and stop the manufacturing of the Product. In the latter case, upon receipt of the new Prototype, the provisions set forth in this paragraph shall apply again.
- 4.6.6 It is understood and agreed that, only after receipt of an OK FOR PPS (which may be issued by Inticom to the Supplier only after the formal approval of paper pattern, digital pattern, fitting, lab dip, prints if present, fabrics and accessories), a Prototype shall be deemed to be approved (hereinafter, the "**Approved Prototype**") and, therefore, the Supplier is authorised to purchase fabrics and all materials (hereinafter, the "**Bulk Materials**") needed to manufacture the Products, without prejudice to the provisions set forth in this Article 4. It is understood and agreed that, unless expressly agreed between the parties, the Supplier is the solo responsible for purchasing the Bulk Materials, for issues included but not limited to timing, quality, complaints and delays.

4.7 **PPS**

- 4.7.1 Within 35 (thirtyfive) calendar days of the receipt of the OK FOR PPS, the Supplier shall, at its own cost, manufacture and deliver to Inticom a full range of pre-production samples of the new Product (hereinafter, the "**Pre-Production Samples**" or the "**PPS**"), which shall be made in compliance with the Approved Prototype and using definitive Bulk Materials. The Supplier undertakes to produce the Pre-Production Samples with



Bulk Materials that will be used to produce the final products and which must be compliant with any related law and/or regulation. Inticom reserves the right, without any restriction, to perform, on Pre-Production Samples, any test deemed necessary for the conformity verification. If any discrepancy will be detected from the tests, the Supplier will be held responsible and will have to produce again a Pre-Production Samples compliant with the Approved Prototype and the Bulk Materials and compensate the possible damage caused to Inticom.

- 4.7.2 Upon receipt of the PPS, Inticom shall check the compliance of the PPS with the Approved Prototype and with the general quality and safety requirements, performing the required tests indicated in the Annex "Quality Standards and Requirements Manual" and may: (i) approve the PPS, by sending to the Supplier a written confirmation and its related Proforma Invoice (hereinafter, the "**OK FOR PRODUCTION**"), or (ii) provide the Supplier with comments and requests of modification, and, if necessary, instruct the Supplier to manufacture and deliver to Inticom, within 10 (ten) calendar days of the receipt of such new request, a new PPS. In the latter case, upon receipt of the new PPS, the provisions set forth in this paragraph shall apply again.
- 4.7.3 It is understood and agreed that, only after receipt of an OK FOR PRODUCTION, a PPS shall be deemed to be approved (hereinafter, the "**Approved PPS**") and the Supplier is authorised to start the production in accordance with the Definitive Purchase Order.

4.8 **SMS**

- 4.8.1 Within 35 (thirtyfive) calendar days of the receipt of the OK FOR PPS, the Supplier, at its own cost, shall manufacture and deliver to Inticom a full range of samples (hereinafter, the "**Salesman Samples**" or "**SMS**") of the entire line of the new Products (complete with hang-tags, bar code, main label, care label and polybag), in accordance with the Approved Prototype using production materials and accessories for marketing, advertising and promotional purposes. The quantities and sizes requested are indicated in the section 1 of the Annex "Supplier Operation Manual".
- 4.8.2 The SMS shall be delivered according to delivery instructions provided by Inticom, it being understood that the related delivery costs shall be borne by Inticom. The Supplier undertakes to issue regular invoices concerning the SMS as well as to issue the related credit notes to Inticom of the same amount.

4.9 **Production process - Inspections and audits**

- 4.9.1 Once a Purchase Order becomes a Definitive Purchase Order and provided that, with reference to the related Products, the Supplier has already received the OK FOR PRODUCTION, the Supplier shall promptly start the production process, informing Inticom by a prior written notice of at least 5 (five) working days, in order to allow Inticom to arrange all production controls to be performed according to the Annex "Quality Standards and Requirements Manual".
- 4.9.2 The Supplier shall only manufacture the specific quantity of Products indicated in the Definitive Purchase Order and avoid the manufacturing of excess Products, it being understood that a margin of +/- 3% on each size and colour for each Product shall



however be tolerated and Inticom will give instructions on the proper delivery of the Products in excess.

- 4.9.3 At the end of the production process, the Supplier shall fill out and sign the Conformity, Quality and REACH Certificate a form of which is contained in the Annex "Quality Standards and Requirements Manual".
- 4.9.4 The Supplier undertakes to: (i) provide, at all time, any and all information, explanations and documents regarding the production process, (ii) grant full and unrestricted entry to its facilities and to the facilities of any authorised subcontractors to Inticom and to its representatives, (iii) grant full and unrestricted access to Inticom to any document concerning the Products, and (iv) allow Inticom and its representatives performing the inspection described in the Annex "Quality Standards and Requirements Manual", to interview the personnel involved in the manufacturing of the Products. The Supplier hereby expressly undertakes to cooperate and provide all the assistance requested by Inticom in order to facilitate the conduct of any such inspection. Furthermore, the Supplier acknowledges that the Inticom's representatives may take photographs and make video films of the Supplier's sites.
- 4.10 **Delivery of the Products - Penalties**
- 4.10.1 All Products manufactured by the Supplier shall be delivered with their detailed *packing list* and with all the documents listed in Section 2 of Annex "Supplier Operation Manual" to the locations indicated by Inticom in the related Purchase Order (such documents shall be issued separately for each Purchase Order, even in the event of consolidated deliveries). Delivery of the Products will be made according to the rules of the specific Incoterm 2010 indicated in the related Definitive Purchase Order. For the delivery of the Products, the Supplier shall exclusively refer to the forwarder/carrier service selected by Inticom.
- 4.10.2 Partial deliveries of a Definitive Purchase Order are not allowed if not authorized in writing by Inticom following written notice in case of serious and unforeseen events. In this case, the related Definitive Purchase Order shall be deemed as fully processed by the Supplier only upon delivery of the whole quantity of Products indicated in such Definitive Purchase Order.
- 4.10.3 The Supplier may not perform any custom clearance practice, without the prior written approval of Inticom.
- 4.10.4 All Products manufactured by the Supplier shall be delivered within the dates indicated in the related Definitive Purchase Order and/or in the related letter of credit. For any single day of delay of the delivery, the Supplier shall pay the penalties specified in the related Definitive Purchase Order and/or in the related letter of credit, without prejudice to the compensation of any further damages suffered by Inticom for such delay (which shall include missed or delayed sales of other Products usually used or commercialised in combination with the Products delivered in delay) according to Article 13 and to the right to terminate the Agreement according to the provisions set forth in Article 15.

5. QUALITY TESTS - PRODUCTS SAFETY - INSPECTIONS



- 5.1 The discipline concerning the tests and the quality and safety standards, the requirements for each test, as well as the procedures related to the inspections and the indication of the required conformity certificates of the Products, is fully reported in the Annex named "Quality Standards and Requirements Manual" which, including annexes, must be considered an integral and substantial part of this agreement with force and covenant value.

6. REJECTION OF THE PRODUCTS

Products or stock of Products may be rejected, at Inticom's sole discretion and at any time, in the event that such Product/stock of Products:

- 6.1.1 does not meet the quality and safety requirements described in the Annex "Quality Standards and Requirements Manual";
- 6.1.2 does not strictly correspond to the related Approved Prototype and Approved PPS;
- 6.1.3 does not strictly comply with the specific requests reported in the PDC;
- 6.1.4 has any latent defects of whatsoever nature that appear only following the delivery of the Product/stock of Products to Inticom/Inticom Companies;
- 6.1.5 has any latent defects of whatsoever nature that could not be detected as a result of the tests described in the Annex "Quality Standards and Requirements Manual".
- 6.2 In the event that a Product/stock of Products is rejected according to previous paragraph, without prejudice to the indemnity obligations set forth in Article 13:
- 6.2.1 Inticom shall be entitled to cancel any Definitive Purchase Order related to such Products and any Definitive Purchase Order related to any other Products usually used or commercialised in combination with the rejected Products;
- 6.2.2 Inticom shall be entitled to suspend the payment of any Purchase Prices related to the Definitive Purchase Order mentioned in paragraph 6.2.1 and the Supplier shall reimburse Inticom for any Purchase Prices already paid with reference to such Definitive Purchase Order;
- 6.2.3 in case the Products have already been delivered to Inticom, Inticom may return the Products to the Supplier (it being understood that the latter shall bear any related costs) and the Supplier shall immediately improve or replace the Products;
- 6.2.4 in case the Products have not been delivered to Inticom, the Supplier shall promptly remove all labels and tags bearing the Yamamay Trademarks from the rejected Products, it being understood that the Supplier shall not have the right to sell or otherwise distribute any rejected Products unless Inticom authorises it in writing to do so and only following removal of all labels, tags and other parts bearing the Yamamay Trademarks from the rejected Products; upon Inticom's written request, the Supplier shall also destroy the rejected Products (providing Inticom with a suitable proof of such destruction) and shall bear all the related destruction costs.

7. PURCHASE PRICES



- 7.1 The prices to be paid by Inticom for the manufacturing and supply of the Products - and the related terms of payment - shall be agreed from time to time by the Parties and specified in each Definitive Purchase Order (hereinafter, the “**Purchase Prices**”). It being understood and agreed that any Purchase Price indicated in a Definitive Purchase Order shall remain a fixed Purchase Price for the manufacturing and supply of the related Products (unless otherwise agreed in writing by the Parties) for a period of 12 (twelve) months starting from the date on which the Purchase Order becomes a Definitive Purchase Order.
- 7.2 Any Purchase Prices shall be paid by means of an irrevocable letter of credit to be issued by an Italian bank and delivered from time to time by Inticom to the Supplier after the related Purchase Order becomes a Definitive Purchase Order. Each letter of credit shall provide that the payment of the Purchase Prices is subject to - at least - the receipt by the issuing bank of the documents listed in Section 2 of Annex “Supplier Operation Manual”.
- 7.3 The invoices for the Purchase Prices shall be issued according to the terms indicated in the related Definitive Purchase Order and shall contain all the items described in Section 2 of Annex “Supplier Operation Manual”.
- 7.4 All Purchase Prices for the Products are inclusive of any and all sales or turnover tax or other taxes, duties (including but not limited to customs duties), and other charges of whatsoever nature and howsoever arising, for which the Supplier shall be solely and additionally liable, in compliance with the applicable Incoterms.

8. REPRESENTATIONS, WARRANTIES AND CERTAIN OTHER COVENANTS OF THE PARTIES

Representations and warranties

- 8.1 The Supplier hereby represents and warrants that:
 - 8.1.1 it is a company duly established, validly existing and in good standing and has the legal right and full power and authority to enter into this Agreement, to perform all the activities and fulfil all obligations contained herein. The Supplier has duly and properly taken all corporate actions necessary to validly execute this Agreement, together with any other documents to be executed by it pursuant to or in connection with this Agreement;
 - 8.1.2 the execution of this Agreement and the performance by the Supplier of its obligations hereunder do not violate any applicable law, decree or judgment of any court or Governmental Authority having jurisdiction over the Supplier or the articles of associations or other constituting documents of the Supplier;
 - 8.1.3 there are no actions and/or legal tax or administrative proceedings pending or threatened against the Supplier, which may impair its due performance under this Agreement;
 - 8.1.4 there are no mandatory provisions of law or regulations in the territory in which the facilities of the Supplier are located that apply to the rights and obligations of the Parties under this Agreement and prevail over the contrary or inconsistent provisions of this



Agreement;

- 8.1.5 it holds (and shall hold) all necessary authorisations, permits, licenses, certificates and meets (and shall meet) all legal and/or regulatory requirements, including those issued by administrative bodies, judicial or other public bodies or authorities for manufacture and supply the Products; the Supplier expressly undertakes to maintain all of the above authorisations, permits, licenses, certificates fully valid and effective throughout the term of this Agreement;
- 8.1.6 it has signed with primary insurance companies the necessary insurance policies with appropriate maximum coverage in respect of product liability and risks related to its business activity, such as, in particular, theft, fire, riots and third-party liability, concerning people and assets, in the event accidents should occur in its facilities; such insurance policies shall: (i) adequately insure the Products against all risks until and inclusive of the moment in time upon which risk of loss of or damage to or in any of the Products passes to Inticom either pursuant to the provisions of this Agreement or by operation of law (as the case may be), whichever shall be the later; and (ii) remain in force for the entire duration of Agreement and its renewal, if any.
- 8.2 Inticom hereby represents and warrants that:
 - 8.2.1 it is a company duly established, validly existing and in good standing and has the legal right and full power and authority to enter into this Agreement, to perform all the activities and fulfil all obligations contained herein. Inticom has duly and properly taken all corporate actions necessary to validly execute this Agreement, together with any other documents to be executed by it pursuant to or in connection with this Agreement;
 - 8.2.2 the execution of this Agreement and the performance by Inticom of its obligations hereunder do not violate any applicable law in Italy, decree or judgment of any court or Governmental Authority having jurisdiction over Inticom or the articles of associations or other constituting documents of Inticom.

Covenants of the Parties

- 8.3 The Supplier shall:
 - 8.3.1 comply with the obligations set forth in the Annex “Supplier Code of Conduct”;
 - 8.3.2 operate in accordance with the requirements described in the Annex “Charter of Values of Sustainability”, in the way they are applicable to his business context;
 - 8.3.3 comply with all applicable laws and regulations governing the manufacturing of the Products related to the Purchase Orders (including those relating to quality, safety, environment, labelling), in force in the territory in which the Supplier is located, in the European Union and any other country where the Products have to be sold;
 - 8.3.4 procure that an adequate number of its employees will be dedicated, fully or partially, to the manufacturing and supply of the Products to Inticom as to ensure an efficient, timely and satisfactory performance of any Definitive Purchase Order;
 - 8.3.5 procure that its employees dedicated, fully or partially, to the manufacturing and supply of the Products to Inticom will have the necessary level of reliability, qualification, training and experience;



- 8.3.6 duly fulfil all the obligations vis-à-vis its employees, in compliance with the applicable employment, social security and welfare laws and regulations, it being understood that Inticom will not be responsible for the breach of any related obligation by the Supplier, which undertakes to keep fully harmless Inticom from any claim whatsoever or request that may be brought against it;
 - 8.3.7 avoid any child labour exploitation and guarantee minimum wage salary, health and safety at workplace conditions;
 - 8.3.8 provide to Inticom, on a weekly basis, a report in such form as Inticom may require, containing an update of the status of the production process of any outstanding Definitive Purchase Price;
 - 8.3.9 refrain from sending and sharing or otherwise disclosing any of the Trade Secrets or any other trade secret and therefore keep as strictly confidential all the documents from time to time provided by Inticom (e.g. the PDC);
 - 8.3.10 keep full, true and accurate records of the quantities of Products manufactured and the quantities of Products delivered;
 - 8.3.11 promptly inform Inticom of any stolen Products or damaged Products, including Products that were in production at that time, and carry out any activities reasonably required by Inticom in this respect;
 - 8.3.12 not solicit or contact with a view to his engagement or employment (including by another person), a director, officer, employee or manager of any of the Inticom Companies or a person who was a director, officer, employee or manager of any of the Inticom Companies at any time during the term of this Agreement.
- 8.4 The Principal shall provide reasonable information that may reasonably be requested by the Supplier to enable it to fulfil its duties under this Agreement properly and efficiently.

9. IP RIGHTS

- 9.1 For the term of this Agreement, the Supplier shall be entitled, as licensee, to use (in strict compliance with the provisions of this Agreement and with any other instruction provided - from time to time - by Inticom) the Yamamay Trademarks and the Trade Secrets (as defined below) for the sole purposes of manufacturing and supply the Products to Inticom/Inticom Companies pursuant to the provisions of this Agreement but not otherwise.
- 9.2 The intellectual property of the Yamamay Trademarks and of the Trade Secrets shall exclusively belong to the Principal and the Supplier may not reproduce them in other activities also after the termination or expiration of its business relationship with the Principal.
- 9.3 The Supplier shall always comply with the instructions of Inticom (also included in the PDC, the labels and hang-tags database and the packaging database) concerning the use of the Yamamay Trademarks on the Products and on the related packaging and it shall not combine the Yamamay Trademarks with any other trademarks in such a way as to indicate that the Supplier or any third party has or have (as the case may be) any

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rights of whatsoever nature in respect thereof.

- 9.4 In the event Inticom selects a design, a pattern or a fabric suggested by the Supplier, the latter shall warrant that such designs, patterns or fabrics do not violate any other third party rights, including intellectual property rights, and, therefore, shall keep Inticom fully harmless for any claims, fines, losses, damages, costs and expenses whether direct or indirect incurred by Inticom arising out of or in connection with any actual or alleged infringement of any third party rights as a result of the use by Inticom of the designs, patterns or fabrics suggested by the Supplier.
- 9.5 While this Agreement is in force, and thereafter without limits in time, the Supplier shall not:
 - 9.5.1 save to the extent necessary to comply with any applicable laws or regulations in the territory in which the Supplier is located or in which the Products are expected to be sold (in which case, however, the related modifications or changes shall be approved by the Principal), make any modifications or changes whatsoever to the Products or their tags, labels or packaging without obtaining the prior written consent of the Principal (which consent, unless required for the purposes of complying with any applicable laws and regulations, may be given, withheld or given subject to such terms and conditions, including payment, as the Principal may decide in its sole and absolute discretion); or
 - 9.5.2 alter, remove or modify any of the Inticom IP used on or in relation to the Products or their packaging; or
 - 9.5.3 use any of the Inticom IP in any way (as determined by the Principal at its sole and absolute discretion) which might prejudice the distinctiveness, validity or reputation of any of the Inticom IP or the goodwill of the Principal; for sake of clarity, it is understood that the Supplier shall not – in any circumstances whatsoever – register the Yamamay Trademarks in any trademark classes everywhere;
 - 9.5.4 use in relation to the Products any trademark other than the Yamamay Trademarks; or
 - 9.5.5 do or permit to be done any act which would or might jeopardise or invalidate any registration of any of the Inticom IP or any application therefor, nor do any act which might assist or give rise to an application to remove any of the Inticom IP from any register or which might prejudice the right or title of the Principal to any of the Inticom IP; or
 - 9.5.6 make any representation or do any act which may be taken as to indicate that the Supplier has any right, title or interest in or to the ownership or use of any of the Inticom IP, except the right to use them according to the terms and conditions of this Agreement.
- 9.6 While this Agreement is in force, and thereafter without limit in time, the Supplier shall notify the Principal, if there comes to the notice of the Supplier any actual or possible infringement of any Inticom IP everywhere and shall take all steps reasonably required by the Principal, at the Principal's cost and expense, to assist the Principal to oppose such infringement or threatened infringement.



10. TERM OF THE AGREEMENT

- 10.1 This Agreement shall be valid and in force from the date hereof and for an undetermined period, it being understood that each Party has the right to withdraw at any time from this Agreement giving to the other Party a 6 (six) months' written notice.
- 10.2 It is understood and agreed by the Parties that, during the term of this Agreement, Inticom has no obligation to order the Products and, therefore, unless a Definitive Purchase Order is agreed by the Parties and an OK FOR PRODUCTION is issued by Inticom for the related Product, the Supplier has no rights and/or expectations to manufacture and supply any Products to Inticom.

11. ASSIGNMENT

- 11.1 The Supplier shall not - either directly or indirectly - assign, in whole or in part, this Agreement to any third parties, except with the prior written authorisation of the Principal.
- 11.2 The Principal may freely assign - in whole or in part - this Agreement in favour of any of the Inticom Companies.

12. SUBCONTRACTING

- 12.1 The Supplier may sub-contract the manufacturing of certain specific entire Products (and not only the manufacturing of a part of a Product) to qualified and highly reputed third parties located in the same country of the Supplier, subject to prior written consent by Inticom. The communication of the Supplier requiring such consent shall be drafted in accordance with the form provided in Section 3 of Annex "Supplier Operation Manual" and shall describe: (i) the generalities of the sub-contractor, (ii) the Definitive Purchase Order to be sub-contracted, totally or partially, and (ii) the expertise and know-how of such sub-contractor.
- 12.2 In case of sub-contracting, the Supplier shall however remain directly, exclusively and fully responsible vis-à-vis Inticom for the performance of all of its obligations under this Agreement (including, for the sake of clarity, the obligations sub-contracted according to this Article 12). The Supplier will remain the Inticom's sole point of contact regarding the manufacturing and supply under this Agreement and shall ensure that the activities sub-contracted are duly and fully performed by any sub-contractors without exemption. The Supplier shall exercise due skill and care in selecting and supervising any sub-contractor.
- 12.3 The Supplier shall include in its sub-contract agreements provisions that are equal in scope to all the rights granted to Inticom under this Agreement and shall ensure that obligations which are equal in scope to the obligations assumed by the Supplier under this Agreement are assumed by the sub-contractors and that any related inspection and control rights, as provided in the Annex "Quality Standards and Requirements Manual", may be exercised by Inticom and its representatives. The Supplier shall provide Inticom with copies of any subcontract agreements executed by the Supplier in relation to the manufacturing and supply of the Products. The Supplier shall indemnify and hold harmless Inticom from any additional cost (if any) - including, but without being limited to, taxes - triggered by the Supplier's sub-contracting of the



manufacturing of certain specific Products.

13. INDEMNITY

- 13.1 The Supplier shall be liable vis-à-vis Inticom for all claims, fines, penalties, losses, damages, costs and expenses, whether direct or indirect, incurred by Inticom and/or by the Inticom Companies and arisen out of or in connection with (i) any damages suffered by the final customers as a consequence of the defectiveness of the Products and, in general, (ii) the non-compliance of the Products with any applicable laws and regulations.
- 13.2 Furthermore, the Supplier shall be liable vis-à-vis Inticom for all claims, fines, penalties, losses, damages, costs and expenses, whether direct or indirect, incurred by Inticom and/or by the Inticom Companies arisen out of or in connection with the: (i) the failure to perform, or the delay in performing, its obligations provided for under this Agreement, and (ii) any breach of the representations and warranties set forth under paragraph 8.1. It is understood that damages suffered by Inticom and/or by the Inticom Companies shall also include any loss of profits, charge or damages, including therein, without limitation, for partial or total business interruption, lost or missed contracts, customers, business opportunities or commercial goodwill, loss of business reputation (it being understood that such damages shall include missed or delayed sales of other Products usually used or commercialised in combination with the Products delivered in delay).

14. EXCLUSIVITY

- 14.1 Unless otherwise agreed in writing by the Parties, for the entire duration of this Agreement and until the 60th month following termination/expiration of the Agreement, the Supplier covenants also in the name and on behalf of its shareholders, the members of its corporate bodies, its subsidiaries and its affiliates, not to manufacture or supply in any way, either directly or indirectly - for itself or for the benefit of any other Person - products that are identical or similar or may be confused with (or imitate) with any of the Products.
- 14.2 The Supplier acknowledges and agrees that its exclusivity obligation *vis-à-vis* Inticom is of essential nature and of paramount importance for Inticom and, therefore, acknowledges and agrees that Inticom has entered into this Agreement in reliance of the strictest compliance by the Supplier with this exclusivity obligation.

15. TERMINATION

- 15.1 The Parties agree that this Agreement shall be deemed automatically and immediately terminated, without need to previously pursue any dispute resolution procedure, following written notice to be sent by the Principal to the Supplier, upon the occurrence of any of the following events, without prejudice to the right to claim for damages:
- 15.1.1 a breach of the provisions set forth in paragraphs 3.1, 3.2, 4, 6.2.4, 8.3.3, 8.3.7, 8.3.9, 8.3.12, 12.1, 14.1 or 24.3, 24.3.1 and 24.3.2 has occurred;



- 15.1.2 one or more of the representations and warranties set forth in paragraph 8.1 results to be incorrect and/or untrue;
- 15.1.3 the Supplier repeatedly and continuously fails to deliver the Products according to the timing provided for in the Definitive Purchase Orders;
- 15.1.4 any change in the ownership of the Supplier has taken place;
- 15.1.5 the Supplier or an authorised sub-contractor does not comply with the provisions of the Annex "Supplier Code of Conduct";
- 15.1.6 as a consequence of a related action, behaviour or omission by the Supplier, Inticom and/or an Inticom Company suffers a material reputational damage;
- 15.1.7 the Supplier repeatedly and continuously fails to meet the quality and style standards approved by Inticom in manufacturing the Products;
- 15.1.8 the Supplier fails to meet the product safety standards provided by any applicable laws and regulations (also in the countries where Products are to be sold) or, otherwise, required by Inticom according to this agreement and to the Annex "Quality Standards and Requirements Manual" or is unable to provide the related safety documentation;
- 15.1.9 the Supplier breaches any of the obligations set forth in Article 9 regarding protection of the Inticom IP or makes any abuse or misuse of any of the Inticom IP.
- 15.2 This Agreement is subject to the following conditions subsequent (hereinafter, the "**Conditions Subsequent**"):
 - 15.2.1 a bankruptcy or insolvency of the Supplier; and/or
 - 15.2.2 liquidation or loss of corporate status of the Supplier.
- 15.3 If a Condition Subsequent occurs and is not waived by the Principal according to paragraph 15.4, this Agreement shall cease and none of the Parties shall have any further rights, liabilities, or obligations under this Agreement save in respect of Articles 9, 13, 14, 16, 24 and 25, which will continue to be in full force and effect.
- 15.4 The Principal shall be entitled to waive, at any time, the Conditions Subsequent which shall be deemed for its sole benefit.
- 15.5 The Supplier shall promptly inform the Principal of the occurrence of a Condition Subsequent upon becoming aware thereof.

16. EFFECTS OF TERMINATION/EXPIRATION

- 16.1 Upon termination/expiration of this Agreement for any reason whatsoever, all rights and obligations of the Parties, unless otherwise specified in this Agreement, shall also terminate, it being understood that the provisions set forth in Articles 9, 13, 14, 16, 24 and 25 shall continue to be in full force and effective irrespective of such termination/expiration.
- 16.2 The Supplier shall immediately deliver to Inticom any Prototypes, PPS, SMS and Products in its possession and shall cease to manufacture the Products and to use the Yamamay Trademark, other than, upon a specific request by Inticom, the purpose of completing the production of the Products for which a Definitive Purchase Order has been already agreed at the date of termination/expiration of the Agreement. As an



alternative, upon Inticom's written request, the Supplier shall destroy any Prototypes, PPS, SMS and Products in its possession (providing Inticom with a suitable proof of such destruction) and it shall bear all the related destruction costs.

17. EXCLUSION OF WARRANTIES

In entering into this Agreement, the Supplier acknowledges that it does not do so on the basis of, and does not rely on, any inducement, representation or warranty of the Principal or any other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or law are excluded to the fullest extent permitted by law.

18. NOTICES

18.1 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation:

18.1.1 shall be in writing;

18.1.2 shall be in the English language; and

18.1.3 shall be sent via registered mail to be sent in advance by fax or email to the Party due to receive the notice at its address as set out in paragraph 18.2 below or to another address and fax number specified by that Party and received before the notice was despatched.

18.2 All notices required or contemplated under this Agreement shall be addressed:

18.2.1 **if to the Principal:**

INTICOM SpA
Via Carlo Noè 22
Gallarate (VA) - Italy
Fax: +39.0331.762800
E-Mail: international.purchasing@yamamay.com

18.2.2 **if to the Supplier:**

Attention: _____

Tel.: _____

Fax.: _____

e-mail: _____

18.3 In partial derogation to the above, any operational day-by-day communications related to the manufacturing and the supply of the Products according to this Agreement, shall be addressed by fax or email to the following authorised representative of Inticom (authorised representative with respect to this Agreement shall be marked):

**Hong Kong Office:**

Company Name: Pianoforte Asia Pacific Limited

Company Address: Unit 10A, Tower B, Billion Centre, No. 1 Wang Kwong Road, Kowloon Bay, Hong Kong

Contact Number: +852 2160 5030

E-Mail : international.purchasing@yamamay.com

Hangzhou Office:

Company Name: YingLi Yang International Trading (Shanghai) Company Limited

Company Address: Floor 25A, Building 1, Xinyi Plaza, Jincheng Road NO.628, Xiaoshan District, Hangzhou (311200), China

Contact Number: +86 (571) 83810288-8201

E-Mail : international.purchasing@yamamay.com

19. ENTIRE AGREEMENT

- 19.1 This Agreement has been negotiated between the Parties and constitutes - together with any Definitive Purchase Order agreed from time to time - the entire agreement and understanding of the Parties, and supersedes any and all other previous agreements between the Parties with regard to the subject matter of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those of a Definitive Purchase Order, the terms and conditions stated in such Definitive Purchase Order shall prevail.
- 19.2 For the sake of clarity, the Parties expressly acknowledge and agree that no Supplier's general terms and conditions shall apply with reference to the subject matter of this Agreement and, in particular, to the manufacture and supply of the Products by the Supplier to Inticom.

20. WAIVER

- 20.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 20.2 Except as otherwise expressly provided for in this Agreement, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

21. SEVERABILITY

If at any time any of the Articles of this Agreement is determined to be invalid, said invalid



article will be deemed severed from this agreement and, if possible, shall be replaced by another, legally valid article which reflects as closely as possible the Parties' intentions under this Agreement and, where possible, does not affect or impair the validity and operation of any other article of this Agreement.

22. COSTS, EXPENSES AND TAXES

- 22.1 Each Party shall bear and pay its own professional costs in relation to this Agreement and the performance of the obligations contemplated herein.
- 22.2 The Parties shall equally bear any stamp duty or other duties or taxes payable as a result of the execution of this Agreement.

23. AMENDMENTS

Except as expressly provided herein, no amendment of this Agreement shall be effective unless it is in writing and executed by a duly authorized representative on behalf of each of the Parties.

24. TRADE SECRETS/CONFIDENTIALITY

- 24.1 During the term of this Agreement, the Supplier will have access to proprietary and confidential information, patterns, drafts, specifications, techniques, models, data, ideas, "know-how", information on new technologies, the PDC, Prototypes, PPS, information on the nature of the products features, manufacturing techniques, concepts, methods and techniques of manufacturing underwear, nightwear, beachwear, beauty products and generally the Products possessed, developed and owned by the Principal (hereinafter, the "**Trade Secrets**").
- 24.2 For the purpose of this Agreement, certain of the Trade Secrets may be disclosed in any form, oral or written, by the Principal to the Supplier also by means of operating manuals, reports, supplements, confidential correspondence, or other confidential communications, and through the PDC and any related instructions.
- 24.3 In respect to the above, the Parties agree that the Supplier:
 - 24.3.1 shall not acquire any interest in the Trade Secrets other than the right to use them exclusively in manufacturing the Products for the benefit of Inticom and, in general to fulfil its obligations under this Agreement, it being understood that the Supplier's duplication or use of the Trade Secrets in any business or other activities whatsoever shall constitute an unfair method of competition and a material breach of this Agreement;
 - 24.3.2 shall: (i) not use the Trade Secrets in any business or other activities whatsoever other than in connection with this Agreement; (ii) maintain absolute confidentiality of the Trade Secrets and of the content of this Agreement and any related Purchase Order, during and after the term of this Agreement; (iii) make no unauthorized copy of any portion of the Trade Secrets; (iv) provide that its corporate representatives and employees comply with the provisions of this Article 24 and (iv) operate and implement all procedures necessary from time to time by Inticom to prevent unauthorized use and



disclosure of the Trade Secrets, including, without limitation, restrictions limiting disclosure to certain employees on a need-to-know basis and use of non-disclosure and non-competition provisions as Inticom shall request.

- 24.4 The obligations set forth in this Article 24 shall remain valid for the entire term of this Agreement and for a period of 2 (two) years thereafter.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement shall be governed by and construed in accordance with the laws of Italy, without regard to its conflict of law principles.
- 25.2 Both Parties shall use their reasonable endeavours in good faith to reach an amicable solution to all disputes, controversies or claims arising out of or in connection with this Agreement.
- 25.3 If the issue could not be resolved by reaching an amicable solution, all disputes, controversies or claims arising out of or in connection with this Agreement shall be finally settled by the Courts of Milan (Italy).
- 25.4 Notwithstanding the foregoing it is understood and agreed by the Parties that Inticom shall be entitled to request to any competent court any appropriate relief (including interim and temporary measures) in order to: (i) protect any of the Inticom IP and the Trade Secrets or to prevent or sanction any infringement of the provision of this Agreement concerning the Inticom IP and the Trade Secrets; and (ii) enforce any of the Supplier's obligations hereunder.

26. ANNEXES

All of the Annexes above mentioned and below indicated shall constitute an integral and essential part of this Agreement:

- Packaging guideline;
- Quality Standards and Requirements Manual;
- Supplier Operation Manual;
- Supplier Code of Conduct;
- Charter of Values of Sustainability.

The Parties acknowledge and agree that any and all provisions of this Agreement have been negotiated and discussed between them and that therefore no specific approval is requested.



INTICOM S.p.A.

Represented by:

Mr. Paolo Masciandaro - General Manager

Signature

Date and Place

Supplier:

Company

Represented by:

Position:

Signature

Date

Packaging guideline

ver. 2023

yamamay

Introduction

Yamamay is committed to reduce the consumption of materials used in packaging and to research and adopt lower impact alternatives.

The manual sets out guidelines for choosing materials with lower environmental impact to be used in packaging in order to orient all the Yamamay functions that design and select, the packaging.

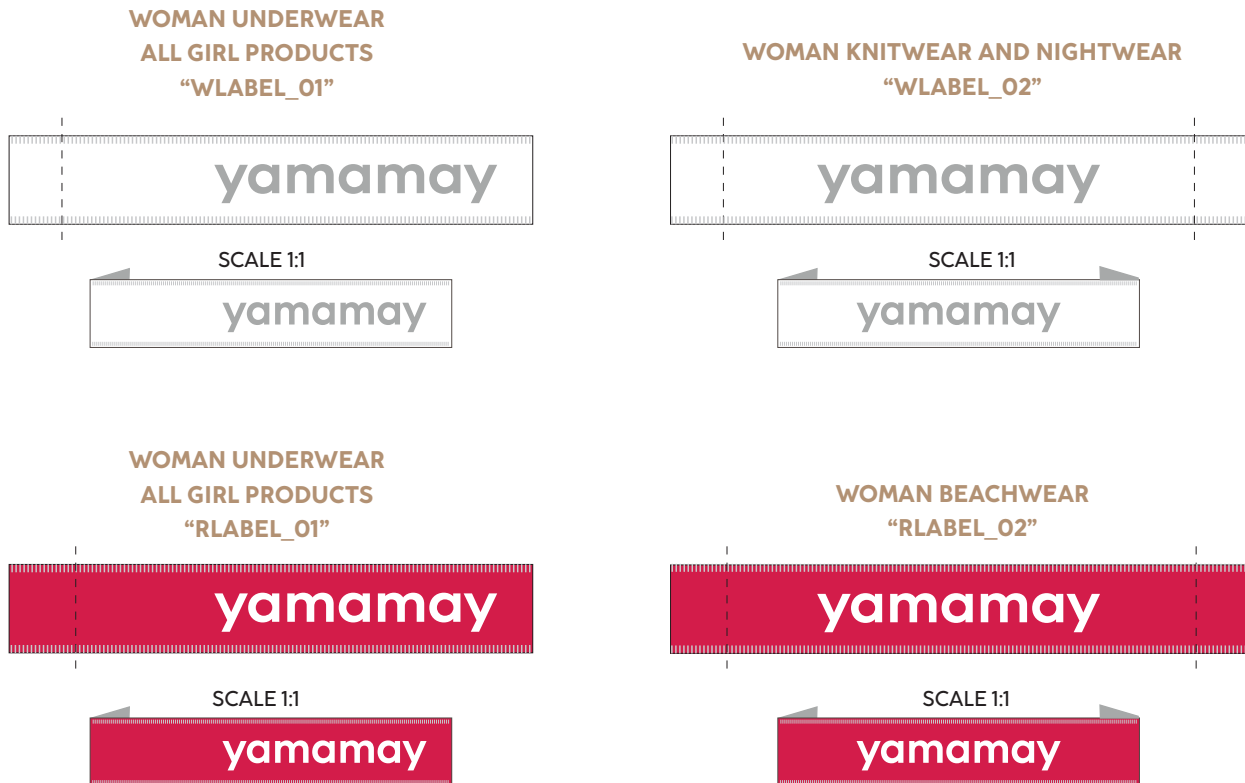
The guidelines contained in the manual are inspired by the following principles:

- reducing the amount of materials used
- simplifying the structure of products with a view to eco-design by favouring mono-material or easily disassembled articles to promote reuse and recyclability
- reducing the use of virgin raw materials, especially if from fossil origin, by favouring materials from renewable sources or recycling
- designing items that can be used for a long time, reused and recycled
- selecting materials that have a validated sustainability performance supported by documentary evidence and measurements, and that, where possible, have been certified
- using materials that comply with the company's Restricted Substances List (RSL).
- comply with the European Directive art. 219 comma 5 del D.Lgs. 152/2006 e ss.mm (Link: https://www.mite.gov.it/sites/default/files/archivio/normativa/rifiuti/GUIDELINES_for_the_environmental_labelling_of_packaging_27.09.2022.pdf)

For this reasons all Suppliers are requested to follow the guide.

1 Standard labels




1.1 Woman and girl main labels



Fabric information:

Satin with **at least 50% of recycled fibers** and selvedge edges

Print information:

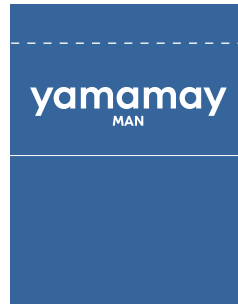
-  WHITE
-  PANTONE COOL GREY 6C
-  PANTONE RED 200C

All labels must have a **color fastness** to water (**ISO 105-E01**) superior to 4/5.
Supplier must guarantee a **satisfactory** aspect after 10 washes - **ISO 6330 - 4N**
Supplier must provide the appropriate **material certification** to guarantee what declared.

1 Standard labels

1.2 Man and boy main label

ALL MAN & BOY PRODUCTS "MLABEL_01"



Fabric information:

Satin with **at least 50% of recycled fibers** and selvedge edges

Print information:



WHITE



PANTONE BLUE 653C

All labels must have a **color fastness** to water (**ISO 105-E01**) superior to 4/5.

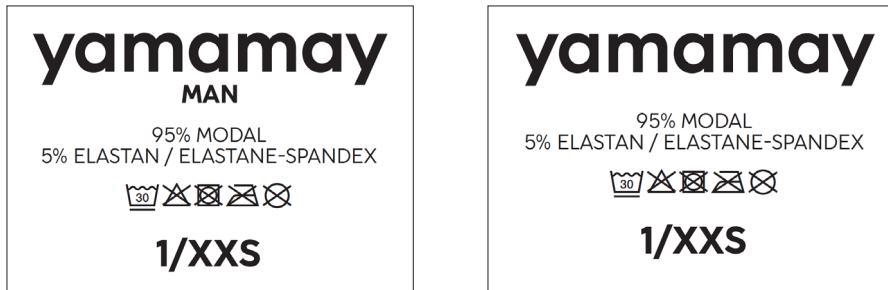
Supplier must guarantee a **satisfactory** aspect after 10 washes - **ISO 6330 - 4N**

Supplier must provide the appropriate **material certification** to guarantee what declared.

1 Standard labels

1.3 Pad prints

ALL ARTICLES REQUIRED



Example of layout (.pdf) for pad print that you will receive for required garments.
You must use the original layout to avoid any content mistake.

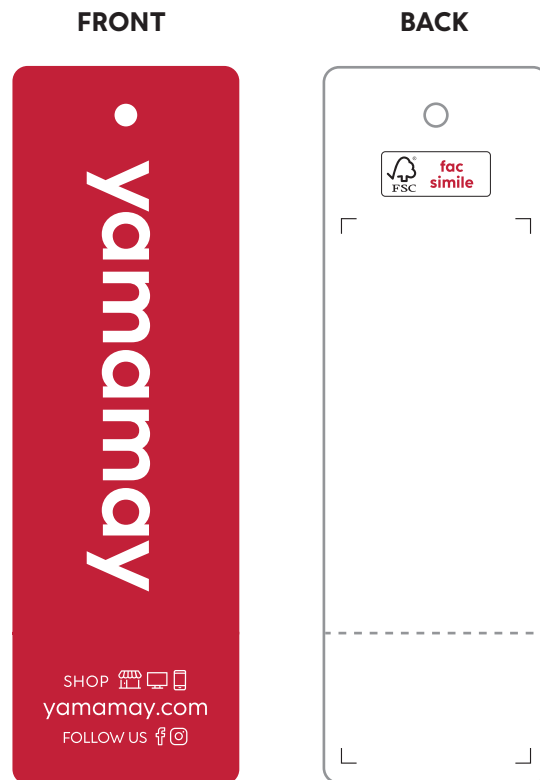
Print technique: PAD PRINT

All labels must have a **color fastness** to water (**ISO 105-E01**) superior to 4/5.

Supplier must guarantee a **satisfactory** aspect after 10 washes - **ISO 6330 - 4N**.

2 Standard hang-tags

2.1 Woman and girl hang-tag



Paper information:

Matt coated 300gr **FSC certified**

Print information:



WHITE



BLACK

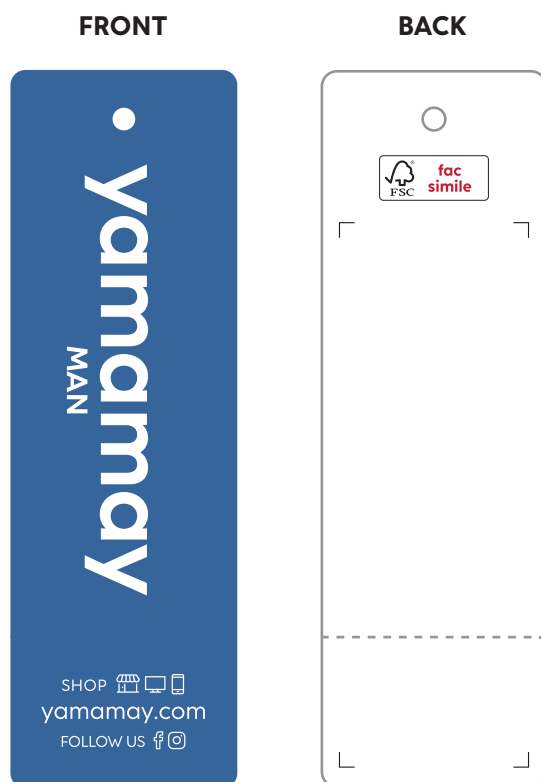


PANTONE RED 200C

Supplier must provide the appropriate **material certification** to guarantee what declared.

2 Standard hang-tags

2.2 Man and boy hang-tag



Paper information:

Matt coated 300gr FSC certified

Print information:



WHITE



BLACK



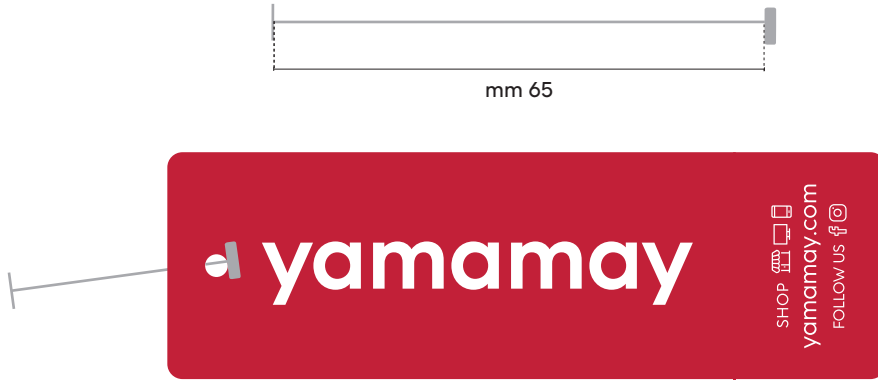
PANTONE BLUE 653C

Supplier must provide the appropriate **material certification** to guarantee what declared.

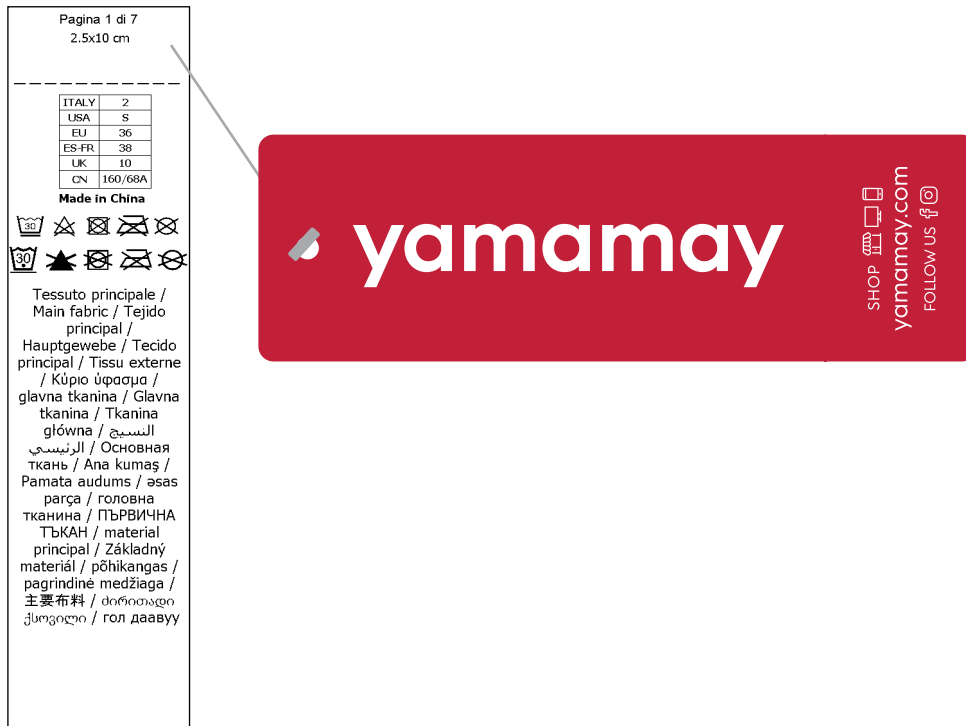
2 Standard hang-tags

2.3 Application: the application is valid for all hang-tags.

Hang-tags have to be applied to the Yamamay label with the use of a tag-pin with 100% recycled and recyclable material. The tag pin has to be mm 65 long and it must be made with recycled material.



The tag pin has to be inserted into the front central hole of the tag and then in upper/right part of the label. Here below we show you the hang-tag applied to the label.



3 Standard barcode

3.1 Standard barcode with price



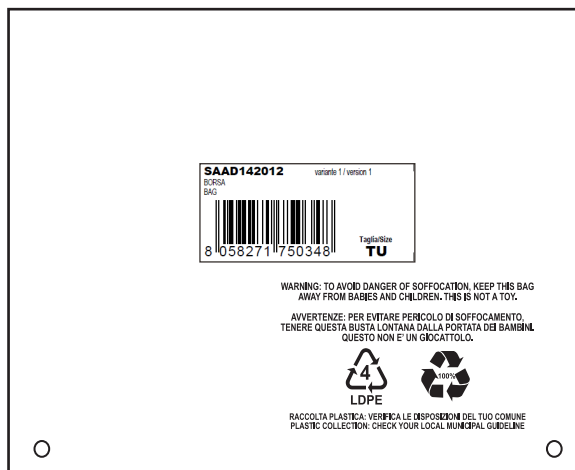
Application: Pay attention to apply the sticker matching the small black lines with perforation of the hang-tag.



3.2 Standard barcode without price



Application: In the centre of the polybag.



3 Standard barcode

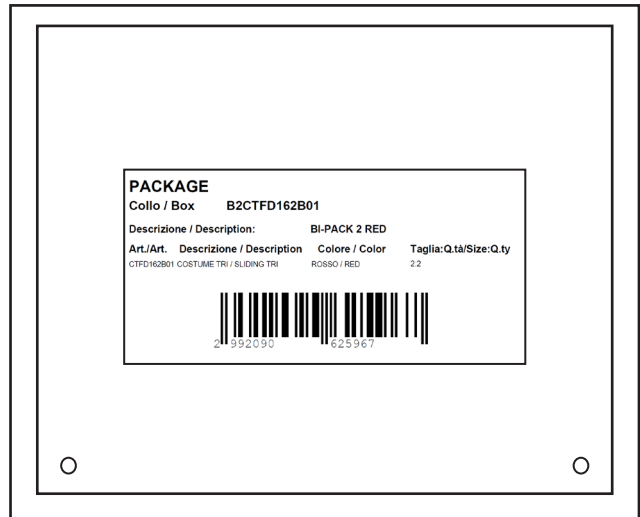
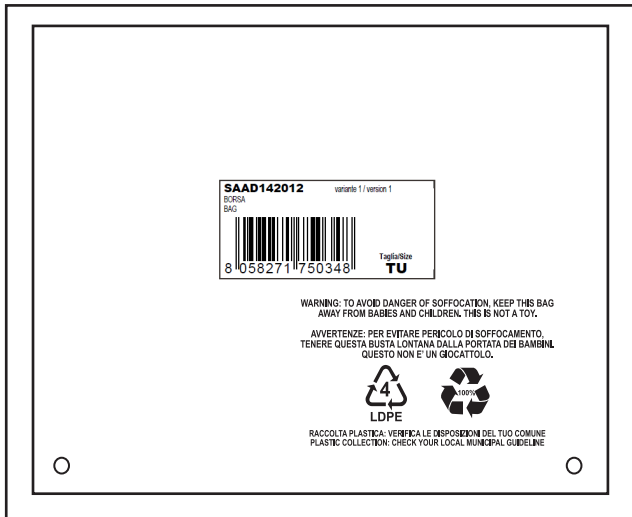
3.3 Pre-pack barcode



Application: In the centre of the polybag, on the opposite side of single barcodes.

FRONT

BACK

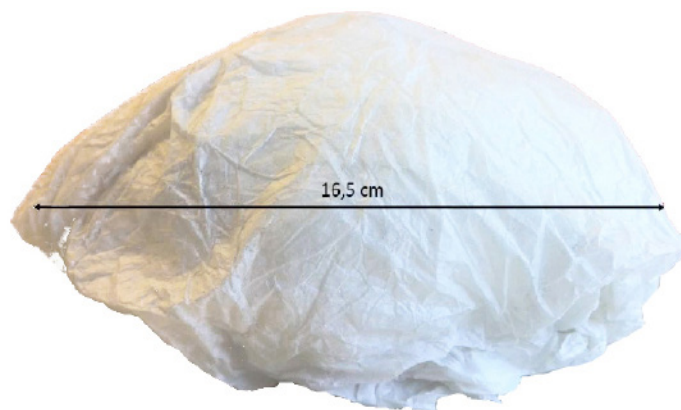


4 Additional materials

4.1 Paper balls

For padded garments you have to use paper balls in tissue paper **FSC certified**, diameter cm 16,5.

Pay attention: in order to avoid volume waste, this type of ball must be adapted to the garment cup and cover it entirely.



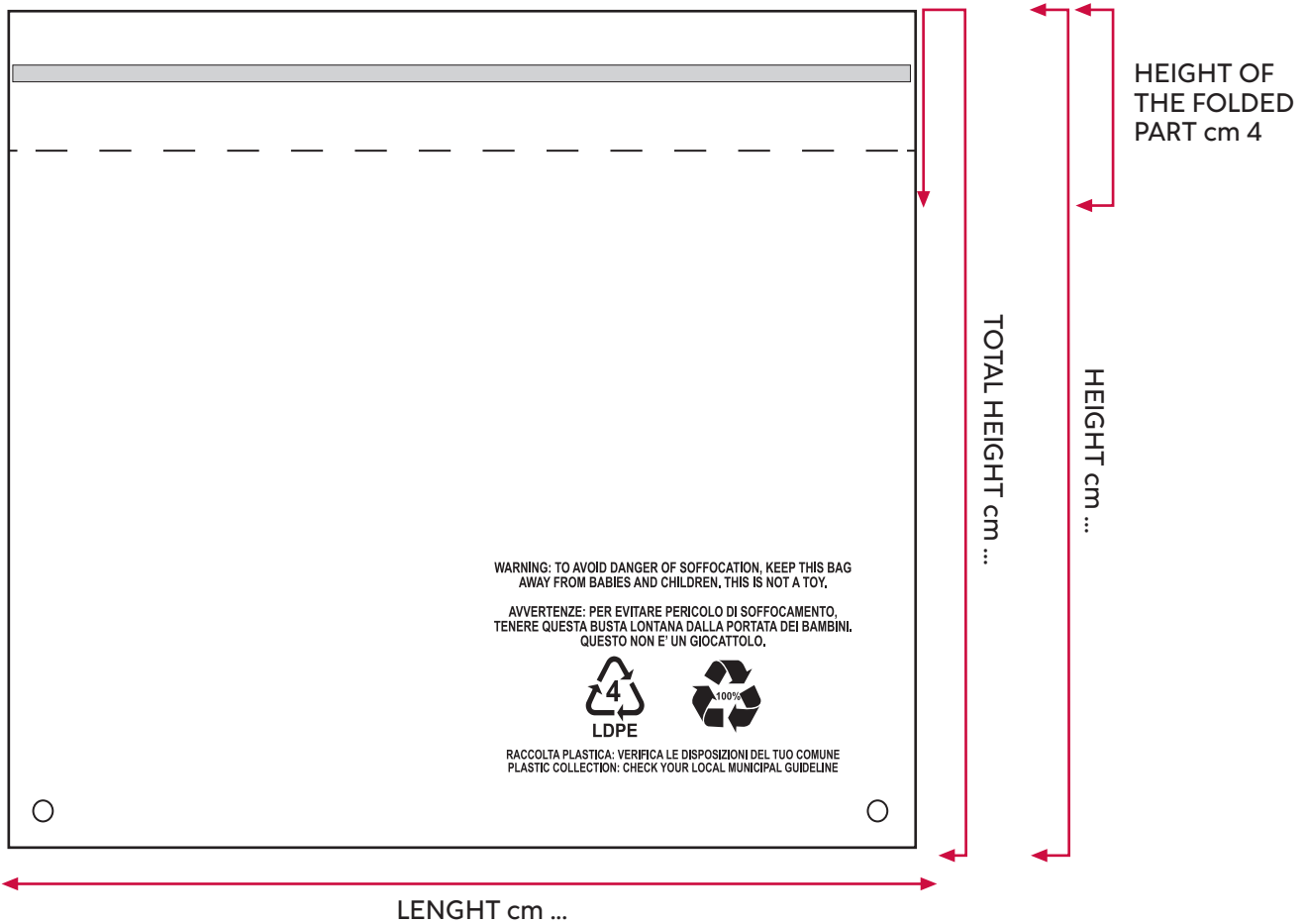
4.2 Tissue paper

Use the tissue paper **FSC certified** to cover and protect: metal accessories, strass, rubber prints, special decoration, tricot and modal fabrics and between two or more parts of the same style.

5 Polybags

5.1 Polybags

All polybags must be at least 50% RECYCLED, 100% RECYCLABLE and BHT-FREE (BUTYLATED HYDROXY TOLUENE-FREE)



THE PRINT LAYOUT MUST BE BASED ON THE CERTIFIED MATERIAL AND % OF RECYCLED MATERIAL.

Symbol materials



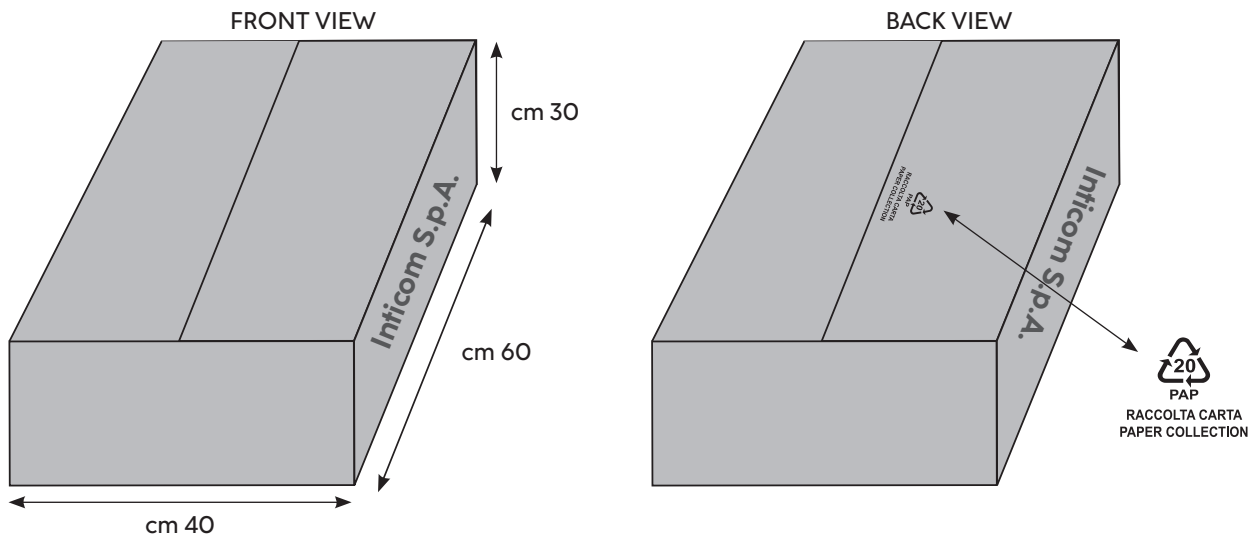
Percentage of recycled material



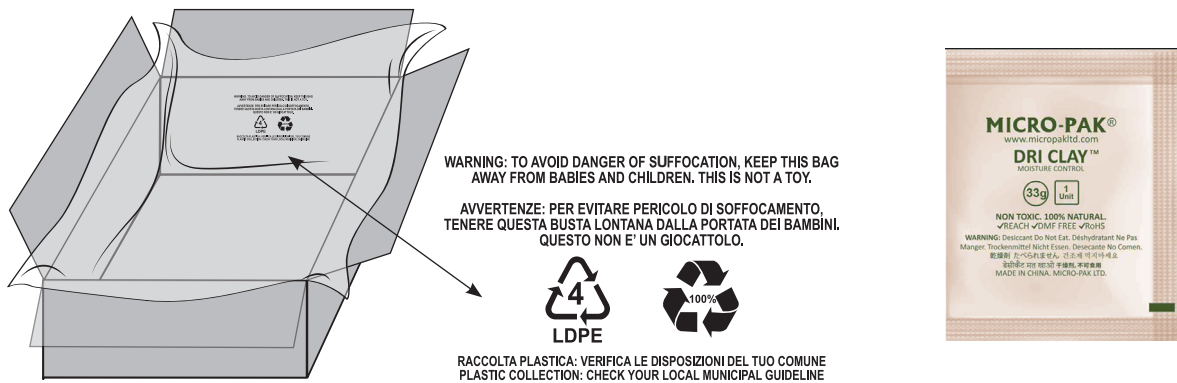
9 Carton boxes

9.1 General features

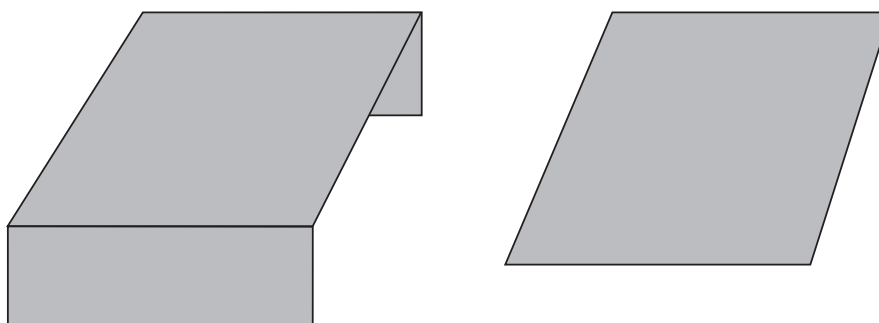
- Dimensions: Length (L) 60 x height (H) 30 x depth (D) 40 cm for all Yamamay articles.
- Model: FEFCO0201 o RSC (Regular Slotted Cases); Composition and features: KFFFT/22222/BC.
- In the centre of two longest sides of all carton boxes must be printed the write **INTICOM S.p.A.** and the symbol material and disposal instructions on the bottom part of the box.



In order to avoid water infiltration, You always must place a big plastic bag, which can contain all carton content and one piece of **MICRO-PAK DRI CLAY (33gr - 1Unit)**.
n.b. the polybag must have the print with symbol material and disposal instructions.



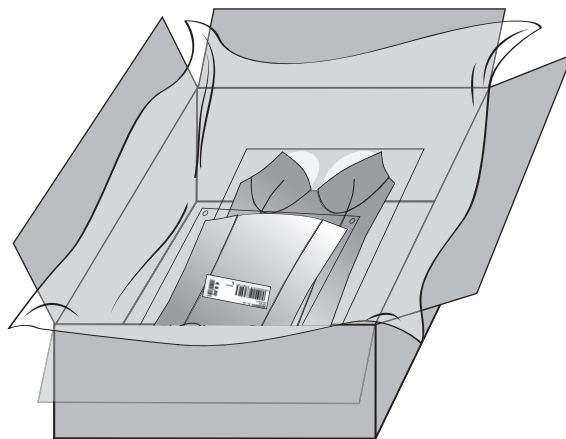
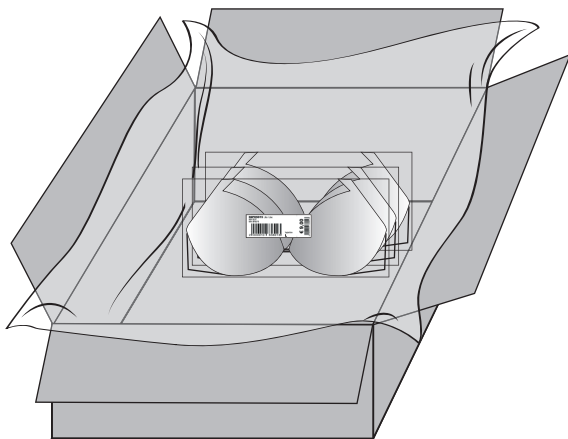
Bridge carton for all padded bras, bodies, corset and girdle must have the bridge carton to divide the layers and **Flat carton** on top and bottom of each carton box.



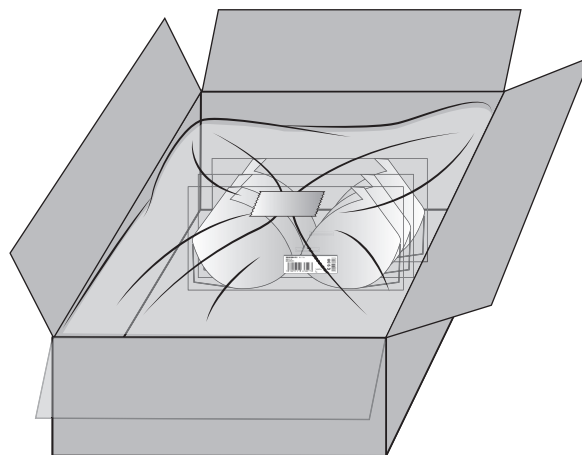
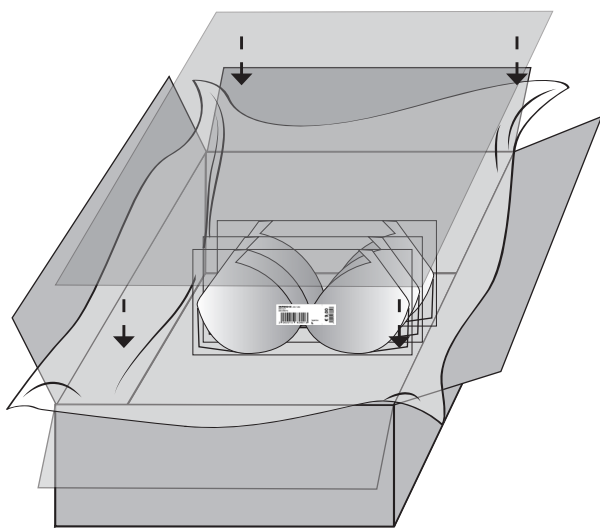
9 Carton boxes

9.2 Instructions to fill the carton boxes - padded garments

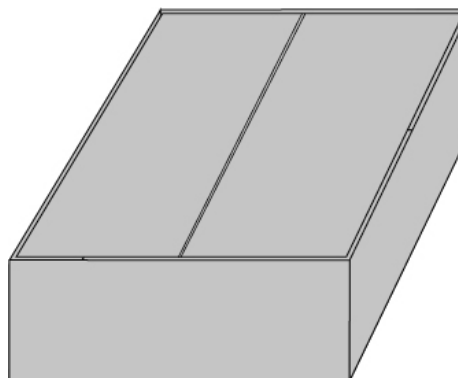
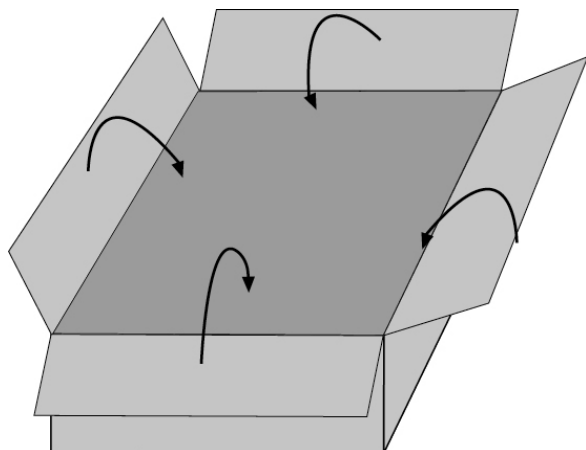
STEP 1: Fill the 1st layer as shown below. The garment must not move inside the carton and they musn't be pressed.



STEP 2: Add one BRIDGE carton and fill the 2nd layer the previous instructions (Step 1st). Once the carton is completely filled, close the big plastic bag.



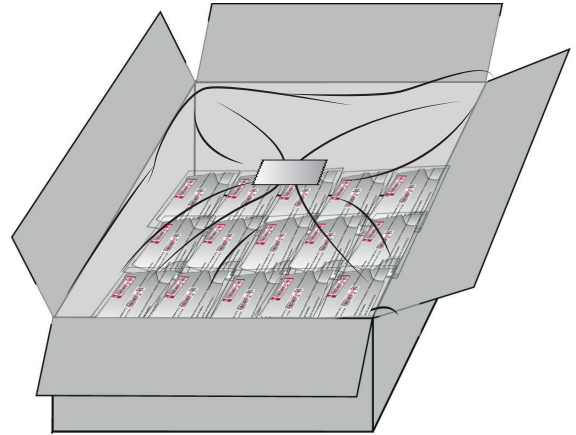
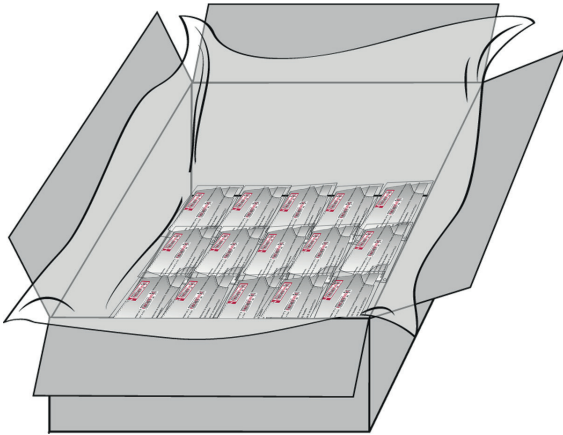
STEP 2: Add one FLAT carton and close the carton box.



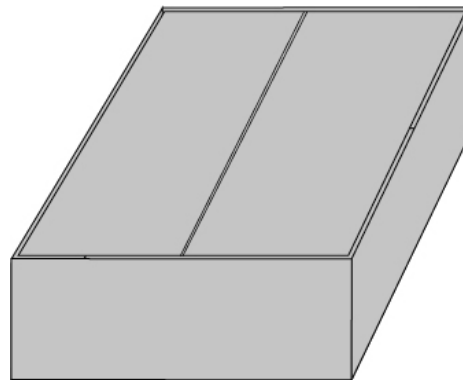
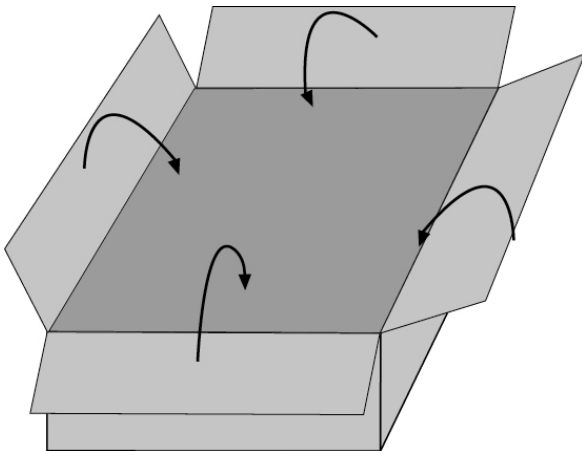
9 Carton boxes

9.4 Instructions to fill the carton boxes

STEP 1: Fill the 1st layer as shown below. The garment must not move inside the carton and they musn't be pressed. Once the carton is completely filled, close the big plastic bag.



STEP 2: Add one FLAT carton and close the carton box.



Quality standards and requirements manual

ver. 07-2022

yamamay

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Our purpose

We take care of our customers' well-being by creating durable, quality products.

We want our garments to make the wearer happy.

We strive to make this possible and measurable by respecting people and goals. We believe that the responsibility we put into every action and innovation is essential for sustainable growth in the mid-term, today and forever.

General Principles

Our brand is a synonym of style, innovation, originality, comfort and fit. The continuous research of the best technologies and innovative materials results in the creation of products that are more and more pleasant in terms of look, quality, resistance, and durability.

We study and design our products so that they can be attractive and evoke unique emotions, allowing our customers to experience the beauty of feeling comfortable in their own skin.

Accurate controls during the production of our garments and extreme attention to details ensure that the final product meets the established requirements of quality, look and appearance.

In order to achieve our goals, we transformed our needs into the technical requirements described in this Quality Manual, which includes the physical, chemical and eco-toxicological parameters that the garment and its components must meet. The final products should not only comply with these technical requirements but must also reflect the identity of the brand. In this Quality Manual we also report social, environmental, and ethical responsibility requirements that our suppliers must adhere to, which serve as a foundation towards a more eco-conscious design process. We are driven by a responsible approach to business, with the key aim of reducing our environmental impact and granting a safer supply chain, resulting in a cleaner planet.

1 Social, Environmental and Ethical Responsibility

The main values that our suppliers must share and guarantee are:

- Respect of the local laws and of the environmental and security regulations.
- No use of harmful substances that are forbidden by law or are listed in the current Quality Manual. The guarantee the product respects the eco-toxicological requirements can also be confirmed by product certifications (e.g. Oeko-Tex® or others); a copy of the certificate has to be sent to Inticom S.p.A.
- Commitment in improving the environmental impact of materials, ensuring they are non-toxic during both their use and their disposal.
- Commitment to transparency by communicating our performance of products and services based on studied KPIs and certifications. We aim to share our knowledge among all the stakeholders, raising awareness in the market. Each year we publish our Bilancio di Sostenibilità (Sustainability Report).
- Full compliance of their activities to all significant legal requirements, particularly referring to: safe working environment for all employees, respect for the workers' right to join any association they want, observance of time schedule, compliance with law of minimum age and guaranteed salary, prohibition of any kind of abuse, obligation, or threat.
- Adequacy of structures and manufacturing and storage rooms for raw material, semi-finished and finished products. The supplier has to take all the decisions to make sure that no environmental factor can damage or compromise the products' quality making sure the rooms are clean, organized, dry, etc. Inticom S.p.A. reserves the right to perform periodically audit to the supplier to verify that the values listed above are respected.

2 Quality Standards

Inticom S.p.A. Quality Standards refer to the quality of:

- **Components**
 - Fabrics & Laces
 - Elastics
 - Accessories
 - Cups
- **Finished garment**

2.1 Components Requirements

The supplier is responsible for controlling the quality of components once received and during the production and inform immediately the supplier of raw material in case of non-conformity.

The supplier has to replace the defective component before proceeding with production. If any defect on component is identified during production, the supplier has to stop the production and solve the problem.

The technical specifications data sheet will be sent to the supplier to be compiled with all the technical parameters related to the component (Chart below: Technical specifications - Fabrics & Laces – Elastics – Accessories - Cups).

The supplier must send back the compiled chart within two weeks with the first prototype and components.

For any additional characteristic, supplier must provide the appropriate component certification (GOTS, OCS, GRS...) to guarantee what declared. Moreover, the supplier must communicate the eventual changes implemented into the components (e.g. composition).

TECHNICAL SPECIFICATIONS - FABRICS & LACES

Garment maker 制衣工: _____ ver. February 2022

Article No. 布號 (貨號): _____

Supplier 供應商簽發: _____

Country of production 產地來源: _____


Construction 結構: Woven fabric Knitted fabric Warp Weft

Yarn detail (comp & yarn count) 用紗明細 (成分及紗支): _____

Machine details 機器資料 _____ Gauge 針數: _____

CPC 每厘米橫列數: _____ WPC 每厘米縱行數: _____

Certification type 证明种类: _____ Certification number 证书號: _____

PHYSICAL PERFORMANCE 物理性能				
Parameter 参数	Test method 测试方法	To be specified by supplier 設定規格		Requirement 要求
Fibre composition 纤维组成	1007/2011 EU fibre content labelling regulations			1007/2011 EU fibre content labelling regulations
Weight 重量 (g/m ²)	ISO 3801			+/-5%
Weight 重量 (g/mt linear)	ISO 3801			+/-5%
Width including selvages 连边封度 (cm)	ASTM D3774			+/-3%
Usable width 可用封度 (cm)	ASTM D3774			+/-3%
Pattern repeat (cm/repeat) 重复图案 (厘米/重复)	-			-
Manual (stretching 10 cm of fabric in both directions) 动拉伸向2个方向拉伸10cm的面料	Internal method	Warp 經向 10cm up to:		-
		Weft 緯向 10cm up to:		-
Determination of the Elasticity of textiles (Strip Test) - Recovery test Elongation recovered at the end of 5 loading cycles - 1 min (Dynamometer) 纺织品弹性的测定(剥离试验) - 在五个周期结束时恢复的伸长率 - 1分钟 (测力计)	ISO 14704-1	Warp 經向: %		Warp >85%
		Weft 緯向: %		Weft >85%
Tensile strength (woven) 抗拉强度 (梭织) Elongation (Dynamometer) 延伸率 (测力计)	ISO 13934-1	Warp 經向: N		Warp >200N
		Weft 緯向: N		Weft >200N
Seam slippage (woven) 接缝滑移 (梭织)	ISO 13936-2 3mm	Warp 經向: N		Warp >80N
		Weft 緯向: N		Weft >80N
Bursting strength 頂破強度	ISO 13938-2	Kpa		0 to 70 gsm >210Kpa >71 gsm 250Kpa >140 gsm 290Kpa
Pilling (Martindale) 起球	ISO 12945-2 - 2000 cycles Yarn Staple - Knitted			3/4
Pilling (ICI BOX) 起球	ISO 12945-1 - 14 400 cycles To carry on fabric for SWIMWEAR			3/4
	ISO 12945-1 - 7200 cycles To carry on fabric made of filament			3/4
Snagging 勾丝	BS8479:2008 - 7200 cycles ASTM D 3939 - 6000 cycles			3/4
Dimensional stability to washing 洗后尺寸稳定性 Temperature 40°C Drying method: Flat dry 温度 40° C 干燥方式: 平干	ISO 6330 ISO 3759 ISO 5077	Warp 經向:		-5%
		Weft 緯向:		+2%
		Appearance after washing (%) 洗后外观 (%)		Satisfactory
Spirality 扭度	ISO 16322-3			3% all fabrics 5% circular jersey fabrics
Care label 护理标签:				

COLOUR FASTNESS PARAMETERS 色牢度				
Parameter 参数	Test method 测试方法	Color change	Stain	Requirement 要求
To washing 耐洗水 (40°C)	ISO 105-C06			Colour change 4; stain 3/4
To water 耐水	ISO 105-E01			Colour change 4; stain 3/4
To perspiration 耐汗漬	ISO 105-E04			Acid 酸 Colour change 4; stain 3/4
				Alkali 碱 Colour change 4; stain 3/4
To rubbing 耐磨擦	ISO 105- X12			Dry 乾擦 Colour change 4; stain 3/4
				Wet 濕 Colour change 4; stain 3/4
To sea water 耐盐水	ISO 105-E02			Colour change 4; stain 3/4
To chlorinated water 耐氯水	ISO 105-E03			Colour change 4; stain 3/4
To artificial light 耐日晒	ISO 105-B02			Colour change 4; stain 3/4

Remark 备注：

(Signature) 签名

Issued Date 日期:

TECHNICAL SPECIFICATIONS - ELASTICS

Garment maker 制衣工:		ver. February 2022
Article No. 布號 (貨號):		
Supplier 供應商簽發:		
Country of production 產地來源:		
Construction 結構:		
Yarn detail (comp & yarn count) 用紗明細 (成分及紗支):		
Machine details 機器資料	Gauge 針數:	
Certification type 证明种类:	Certification number 证书號:	

PHYSICAL PERFORMANCE 物理性能			
Parameter 参数	Test method 測試方法	To be specified by supplier 設定規格	Requirement 要求
Total Width 总宽度			+/- 0.5 mm
Effective width 有效门幅			+/- 0.5 mm
Weight per meter 重量/米	ISO 3801		+/- 5%
Material Composition 物料成份	1007/2011 EU fibre content		1007/2011 EU fibre content
Manual (stretching 10 cm of elastics) 动拉伸-10cm的丈巾	Internal method		-
Determination of the Elasticity of textiles - Elongation recovered at the end of 5 loading cycles (residual extension stretch after 1 minute) 纺织品弹性的测定 - 5次加载循环伸长率” 1分钟 后剩余伸长	ISO 14704-1		>95%
Dimensional stability to washing 洗后尺寸稳定性 Temperature 40°C Drying method : Flat dry 温度 40° C 干燥方式 : 平干	ISO 6330 ISO 3759 ISO 5077	Appearance after washing (%) 洗后外观 (%)	-3%
Cockling Problems 起皱问题	(Please attach picture before and after washing) (请附上洗前洗后图片)		Satisfactory
Curving Problems 弯曲的问题	(Please attach picture before and after washing) (请附上洗前洗后图片)		Satisfactory
*Curving: 10cm in the middle of a length of 1m 每米中间10厘米的弯曲程度			Satisfactory
Cockling and curving to assess on flat surface 平铺面起皱和弯曲问题			Satisfactory

COLOUR FASTNESS PARAMETERS 色牢度				
Parameter 参数	Test method 測試方法	Color change	Stain	Requirement 要求
To washing 耐洗水 (40°C)	ISO 105-C06			Colour change 4; stain 3/4
To water 耐水	ISO 105-E01			Colour change 4; stain 3/4
To perspiration 耐汗渍	ISO 105-E04			Acid 酸 Colour change 4; stain 3/4
				Alkali 碱 Colour change 4; stain 3/4
To rubbing 耐磨擦	ISO 105- X12			Dry 乾擦 Colour change 4; stain 3/4
				Wet 濕 Colour change 4; stain 3/4
To sea water 耐盐水	ISO 105-E02			Colour change 4; stain 3/4
To chlorinated water 耐氯水	ISO 105-E03			Colour change 4; stain 3/4

To artificial light 耐日晒	ISO 105-B02			Colour change 4; stain 3/4
Phenolic yellowing 耐酚黄色牢度	ISO 105-X18			Colour change 4

Remark 备注：

(Signature) 签名 _____

Issued Date 日期: _____

TECHNICAL SPECIFICATIONS - ACCESSORIES

Garment maker 制衣工: _____

Article No. 布號 (貨號): _____

Supplier 供應商簽發: _____

Country of production 產地來源: _____

Description of accessory 配件描述: _____

Certification type 证明种类: _____

ver. February 2022

Certification number 证书號: _____

PHYSICAL PERFORMANCE 物理性能			
Parameter 参数	Test method 测试方法	To be specified by supplier 設定規格	Requirement 要求
Total Width 宽度	-		+/-3%
Weight (g) 重量	ISO 3801		+/-5%
Thickness (mm) 厚度	-		+/-5%
Material Composition 物料成分	Please comply with the right composition 请填写正确的成份		
Type of Coating 涂层类型	Please comply with the right composition 请填写正确的成份		
Salt water corrosion 盐水腐蚀 Hydrogen Peroxide and Chlorinated Salt 10% 24 h 过氧化氢和氯化盐 10% 24 小时	-		Any alterations or stain
Strip test 剥离试验	EN 71		>10 Kg
Deformation 形变	EN 71		>7 Kg

The accessory has to pass all chemical tests as requested in our Quality Manual 附件必须按照我们质量手册的要求通过所有化学测试	
Special Specifications 特殊规格	

Remark 备注:

(Signature) 签名 _____

Issued Date 日期: _____

TECHNICAL SPECIFICATIONS - CUPS

ver. February 2022

Garment maker 制衣工: _____

Article No. 布號 (貨號): _____

Supplier 供應商簽發: _____

Country of production 產地來源: _____

Description of cup 配件描述: _____

Construction 結構: Underwear cup 內衣 Swimwear cup 游泳衣

Certification type 证明种类: _____ Certification number 证书號: _____

PHYSICAL PERFORMANCE ON FOAM 起泡物理性能	
Parameter 参数	To be specified by supplier 設定規格
Foam material composition 泡沫材料组成	
Density foam (kg/m ³) 起泡密度	
Hardness of foam (°) 气泡厚度	
Aspect after washing (5 cycles) - ISO 6330-40°C normal wash 40° 度普通水洗5次后外观	

COATING FABRIC PARAMETERS 涂层织物参数			
Parameter 参数	Outer lining fabric 外衬织物	Inner lining fabric 内衬织物	Remarks 备注
Composition of fabric 面料成分			
Weight of the fabric (g/m ²) 面料克重			

MOLDING PARAMETERS 压模参数	
Parameter 参数	To be specified by supplier 設定規格
Temperature of molding (°C) 压模温度	
Time of molding (s) 压模时间	

WEIGHT PARAMETERS OF THE CUPS 模杯的重量参数			
Size 尺寸	Weight (g) 重量	Height (mm) 厚度	Remarks 备注
00			
0			
1			
2			
3			
4			
5			
6			
7			

COLOUR FASTNESS PARAMETERS 色牢度			
Parameter 参数	Test method 测试方法	To be specified by supplier 設定規格	Requirement 要求
To washing 耐洗水 (40°C)	ISO 105-C06		Colour change 4; stain 3/4
To artificial light 耐日晒	ISO 105-B02		Colour change 4; stain 3/4
Phenolic yellowing 耐酚黄色牢度	ISO 105-X18		Colour change 4; stain 3/4

Remark 备注:

(Signature) 签名 _____

Issued Date 日期: _____

2.2 Garment Requirements

Supplier is responsible for the quality of the entire garment: the general features of look, handfeel, fitting and the quality of workmanship must comply with the specifications indicated by Inticom S.p.A. on the Product Design Chart of each item and with the indications about workmanship given by Inticom S.p.A. QC staff during the control procedures.

The compliance of some of the above requirements must be guaranteed by performing tests at accredited laboratories. The details about accredited laboratory can be found in chapter 4: Testing Laboratory Requirements. A copy of the test report must be sent to Inticom S.p.A. for approval. All the laboratory analysis are at the supplier's expenses.

The supplier will be requested to perform the combination of physical tests and color fastness indicated in the table that corresponds to the type of article (Beachwear/Swimwear, Lingerie...).

Symbol (●) indicates mandatory tests to perform within an accredited testing laboratory, while symbol (o) refers to standards that supplier must guarantee without the need for further testing. Each table shows the required test, the testing method, and the limits of acceptability.

The tests must be necessarily performed on pre-production sample (PPS). Tests on fabrics/components or prototypes will not be accepted. The supplier must guarantee and ensure that the sample is representative of the total production. Production garments must be sent to the laboratory for testing before 10% of production is completed. The tests of color fastness must be performed for each type of fabric composition and color.

After receiving the report of all the required tests, Inticom S.p.A. will give the approval if the result is positive. If a test is failed, the non-conform material must be changed and tested again according to Inticom requirements.

2.2.1 Beachwear & Swimwear Category

Physical Test	Method	Limits	
● Fibre composition	UE REG. 1007/2011	Refer to UE REG. 1007/2011	
○ Pilling (ICI BOX) Fabrics made with multifilament	14 400 cycles ISO 12945-1	3/4	
○ Pilling (Martindale)	2000 cycles ISO 12945-2	3/4	
○ Dimensional stability to washing (1 cycle 40°C)	ISO 6330 ISO 3759 ISO5077	-5%	
○ Appearance after washing (1 cycle 40°C)	ISO 15487	Satisfactory	
○ Spirality after washing (1 cycle 40°C)	ISO 16322-3	3%	
Color Fastness Test	Method	Colour change	Staining
○ Light (Xenon light)	ISO 105-B02 Blue scale	4	-
		Fluo/Turquoise 3	
○ Washing (40°C)	ISO 105-C06	Dark/Medium 3/4	4
		Light 4	
		Fluo/Turquoise 3/4	
○ Water	ISO 105-E01	4	4
		Fluo/Turquoise 3/4	
● Sea water	ISO 105-E02	4	3/4
		Fluo/Turquoise 3/4	
● Chlorinated water 50 ppm of active chlorine - Swimwear 20 ppm of active chlorine - Beachwear	ISO 105-E03	3/4	-
		Fluo/Turquoise 3/4	
○ Perspiration (pH 5.5; pH 8.0)	ISO 105-E04	Dark/Medium 3/4	3/4
		Light 3/4	
		Fluo/Turquoise 3	
○ Rubbing	ISO 105-X12	-	Dry 4/5
			Wet 3/4
○ Yellowing (only on white/cream colour)	ISO 105-X18	4	-

- Standard to guarantee
- Mandatory test to perform on Pre-production garment within an accredited laboratory

2.2.2 Clothing & Nightwear Category: Woven Garments

Physical Test	Method	Limits	
● Fibre composition	UE REG. 1007/2011	Refer to UE REG. 1007/2011	
○ Pilling (Martindale)	2000 cycles ISO 12945-2	3/4	
○ Dimensional stability to washing (1 cycle 40°C)	ISO 6330 ISO 3759 ISO 5077	-5% +3%	
○ Appearance after washing (1 cycle 40°C)	ISO 15487	Satisfactory	
○ Spirality after washing (1 cycle 40°C)	ISO 16322-3	3%	
●* Flammability	BS EN 14878	Refer to BS EN 14878	
Color Fastness Test	Method	Colour change	Staining
○ Light (Xenon light)	ISO 105-B02	3/4	-
○ Washing (40°C)	ISO 105-C06	Dark/Medium 3/4	4
		Light 4	
○ Perspiration (pH 5.5; pH 8.0)	ISO 105-E04	4	3/4
● Rubbing	ISO 105-X12	-	Dry 4
			Wet 3/4
● Yellowing (only on white/cream colour)	ISO 105-X18	4	-
○ Water	ISO 105-E01	4	3/4

- Standard to guarantee
- Mandatory test to perform on Pre-production garment within an accredited laboratory
- * Mandatory for children's garments

2.2.3 Clothing & Nightwear Category: Knitwear

Physical Test	Method	Limits	
● Fibre composition	UE REG. 1007/2011	Refer to UE REG. 1007/2011	
● Pilling (Martindale)	2000 cycles ISO 12945-2	3/4	
○ Dimensional stability to washing (1 cycle 40°C)	ISO 6330 ISO 3759 ISO 5077	-5% +3%	
○ Appearance after washing (1 cycle 40°C)	ISO 15487	Satisfactory	
○ Spirality after washing (1 cycle 40°C)	ISO 16322-3	3%	
●* Flammability	BS EN 14878	Refer to BS EN 14878	
Color Fastness Test	Method	Colour change	Staining
○ Light (Xenon light)	ISO 105-B02	3/4	-
● Washing (40°C)	ISO 105-C06	Dark/Medium 3/4	3/4
		Light 4	
○ Perspiration (pH 5.5; pH 8.0)	ISO 105-E04	4	3/4
○ Rubbing	ISO 105-X12	-	Dry 4
			Wet 3/4
○ Yellowing (only on white/cream colour)	ISO 105-X18	4	-
● Water	ISO 105-E01	4	3/4

- Standard to guarantee
- Mandatory test to perform on Pre-production garment within an accredited laboratory
- * Mandatory for children’s garments

2.2.4 Lingerie & Corsetry Category

Physical Test	Method	Limits	
● Fibre composition	UE REG. 1007/2011	Refer to UE REG. 1007/2011	
○ Pilling (ICI box) Only fabrics made with multifilament	7200 cycles ISO 12945-1	3/4	
○ Pilling (Martindale)	2000 cycles ISO 12945-2	3/4	
○ Dimensional stability to washing (1 cycle 40°C)	ISO 6330 ISO 3759 ISO 5077	+/-3%	
○ Appearance after washing (1 cycle 40°C)	ISO 15487	Satisfactory	
○ Spirality after washing (1 cycle 40°C)	ISO 16322-3	3%	
Color Fastness Test	Method	Colour change	Staining
○ Light (Xenon light)	ISO 105-B02	4	-
● Washing (40°C)	ISO 105-C06	4	3/4
○ Perspiration (pH 5.5; pH 8.0)	ISO 105-E04	3/4	3/4
○ Rubbing	ISO 105-X12	-	Dry 4
			Wet 3/4
○ Yellowing (only on white/cream colour)	ISO 105-X18	4	-
○ Hot pressing	ISO 105-X11	-	Dry 4
			Wet 4/5
● Water	ISO 105-E01	4	3/4

- Standard to guarantee
- Mandatory test to perform on Pre-production garment within an accredited laboratory

2.2.5 Underwear Category

Physical Test	Method	Limits	
● Fibre composition	UE REG. 1007/2011	Refer to UE REG. 1007/2011	
○ Pilling (ICI box) Only fabrics made with multifilament	7200 cycles ISO 12945-1	3/4	
○ Pilling (Martindale)	2000 cycles ISO 12945-2	3/4	
○ Dimensional stability to washing (1 cycle 40°C)	ISO 6330 ISO 3759 ISO 5077	+/-3%	
○ Appearance after washing (1 cycle 40°C)	ISO 15487	Satisfactory	
○ Spirality after washing (1 cycle 40°C)	ISO 16322-3	3%	
Color Fastness Test	Method	Colour change	Staining
○ Light (Xenon light)	ISO 105-B02	4	-
● Washing (40°C)	ISO 105-C06	4	3/4
○ Perspiration (pH 5.5; pH 8.0)	ISO 105-E04	3/4	3/4
○ Rubbing	ISO 105-X12	-	Dry 4
			Wet 3/4
○ Yellowing (only on white/cream colour)	ISO 105-X18	4	-
○ Hot pressing	ISO 105-X11	-	Dry 4
			Wet 4/5
● Water	ISO 105-E01	4	3/4

- Standard to guarantee
- Mandatory test to perform on Pre-production garment within an accredited laboratory

2.3 Garment Chemical and Safety Requirements

Chemical and safety analyses are a necessary requirement to be performed on production garments. Test on fabrics/components or prototypes will not be accepted. The supplier must guarantee and ensure that the sample is representative of the total production. Production garments must be sent to the laboratory for testing before 10% of production is completed. Each type of fabric composition and color of article will be chemically tested. A copy of test report must be sent to Inticom S.p.A. for approval. All the laboratory analyses are at supplier's expenses.

Chemical Safety Requirements table shows the required tests based on the composition of garments and plastic and/or metal accessories. Supplier will be requested to perform the right combination of tests for its article. Symbol (●) indicates mandatory tests to perform within an accredited testing laboratory, while symbol (○) refers to standards that supplier must guarantee without the need for further testing. In chapter 4: Testing Laboratory Requirements detailed information about accredited laboratories can be found.

Test methods and acceptance results can be found in Chemical Safety: Methods and Limits table. Specific substances for testing are reported in Restricted Substances List in Annex E.

After receiving the report of all the required tests, Inticom S.p.A. will issue an Analysis Report Receipt Confirmation (Paragraph 5.2) if the result is positive (PASS) and will send it to the supplier. If a test is failed, the non-conform material must be changed and tested again according to Inticom S.p.A. requirements.

CHEMICAL SAFETY REQUIREMENTS						
TEST	FIBERS			COATING PU PRINTS	ACCESSORIES	
	Natural Artificial	Synthetic	Blended		Plastics	Metals
Alkyl phenols (AP)	○	○	○			
Alkyl Phenyl Ethoxylates (APEO)	●	●	●			
Allergenic Dyestuff		●	●			
Banned AZO Dyes	●	●	●			
Navy Blue	●	○	●			
Carcinogenic Dyestuff	●	●	●			
Quinoline	○	●	●			
Chlorinated Organic Carriers	○	●	●			
α-ChloroToluene, α,α,α-TriChloroToluene, ααα,4- TertaChloroToluene	●	●	●			
Chlorinated Phenols	○	○	○	●		
Orthophenylphenol (OPP)	○	○	○	●		
Extractable Heavy Metals (Only on dark colours)	●	●	●			
Formaldehyde	●	●	●		●	
Phthalates				●	●	
Flame Retardant (If trated)	○	○	○			
Nickel release - Spot test						●
Nickel release - Weekly (If Spot test is positive)						●
Organotin Compounds	○	○	○		○	
Fluorinated Compounds (only for water-repellent product)	●	●	●			
Pesticides (only on mélange color)	●		●			
Biocidal Products (only on mélange color)	●		●			
pH	●	●	●			
Polycyclic Aromatic Hydrocarbons (PAH)				○	●	
Short-Chain Chlorinated Paraffins (SCCP)				○	○	
Total Cadmium	○	○	○	●	●	●
Total Lead	○	○	○	●	●	●
Total Mercury	○	○	○		○	
Total Arsenic	○	○	○		○	
Isocyanates (only for PU)					○	
Nitrosamines (only on rubber)					○	
Benzene					●	
NMP					●	
DMAc					●	
DMFa					●	
Chlorinated Solvents	○	○	○	○	○	

○ Standard to guarantee

● Mandatory test to perform on Production garment within an accredited laboratory

CHEMICAL SAFETY: METHODS AND LIMITS		
Physical Test	Method	Limits
Alkyl phenols (AP)	ISO/DIS 18254	Sum ≤ 100 mg/kg
Alkyl Phenyl Ethoxylates (APEO)		Sum ≤ 100 mg/kg
Allergenic Dyestuff	ISO 16373-2	N. D. (<5mg/kg)
Carcinogenic Dyestuff		
Navy Blue		
Banned AZO Dyes (Included Xylidine)	EN 14362-1; EN 14362-3	≤20 mg/kg
Quinoline	DIN 54231	≤50 mg/kg
Chlorinated Organic Carriers	ISO 17137	Sum ≤ 1.0 mg/kg
α-ChloroToluene , α,α,α - trichloroToluene, α,α,α,4- tertachlorotoluene	ISO 17137	< 1 mg/kg
Chlorinated Phenols	GB/T 18414.1	≤0.5 mg/kg
Orthophenylphenol (OPP)	GB/T 18414.1	≤ 0,5 mg/kg
Extractable Heavy Metals	EN 16711-2 ISO 17075 for Cr (VI)	As:≤ 0.2 mg/kg
		Cd:≤ 0.1 mg/kg
		Cr:≤ 1.0 mg/kg
		Cr (VI):≤ 0.5 mg/kg
		Co:≤ 1.0 mg/kg
		Cu:≤ 25.0 mg/kg
		Hg:≤ 0.02 mg/kg
		Ni:≤ 1.0 mg/kg
		Pb:≤ 0.2 mg/kg
Sb:≤ 30.0 mg/kg		
Formaldehyde	ISO 14184-1	≤75 mg/kg
Phthalates	ISO 14389	SUM ≤ 1000 mg/kg
Flame Retardant	ISO 17881-1; ISO 17881-1; GB/T 24279	N.D. (< 5mg/kg)
Nickel release - Spot test	CR 12471	Negative
Nickel release - Weekly	EN 1811 (non-coated item) EN 12472 + EN1811 (coated)	< 0.5 µg/cm ² /week
Organotin Compounds	ISO/TS 16179	≤0.1% by weight of tin
Fluorinated Compounds PFCs	CEN/TS 15968	≤ 1 µg/m ²
Pesticides	GB/T 18412.1	N. D. (≤ 0.2 mg/kg)
Biocidal Products	Solvent-Extraction GC-MS/LC-MS-MS	UE REG. 528/2012
pH	ISO 3071	4-7,5
Polycyclic Aromatic Hydrocarbons (PAH)	AFPS GS2014	≤1 mg/kg
Short-Chain Chlorinated Paraffins (SCCP)	Solvent- Extraction GC-MS/ LC- MS -MS (ref. ISO 18219)	N. D. (≤ 50 mg/kg)
Total Cadmium	Substrate EN1122	≤40 mg/kg
	Coating CPSC-CH-E1003-09.1	
Total Lead	Metal CPSC-CH-E1001-08.3	≤40 mg/kg
	Substrate/Metal CPSC-CH-E1001-08.3	
Total Mercury	Coating CPSC-CH-E1003-09.1	≤ 1 mg/kg
	Substrate/Metal CPSC-CH-E1001-08.3	Metal ≤ 1000 mg/kg
Total Arsenic	Coating CPSC-CH-E1003-09.1	≤ 1 mg/kg
	Substrate/Metal CPSC-CH-E1001-08.3	Metal ≤ 1000 mg/kg
Isocyanates	Coating CPSC-CH-E1003-09.1	N. D. (≤ 1.0 mg/kg)
Nitrosamines	GB/T 24153	≤ 0.5 mg/kg
Benzene	Solvent extraction GC-MS	≤5 mg/kg
NMP	Solvent extraction GC-MS	≤ 100 mg/kg
DMAc	Solvent extraction GC-MS	≤ 300 mg/kg
DMFa	ISO/TS 16189	≤ 50 mg/kg
Chlorinated Solvents	Solvent extraction GC-MS	≤ 0.5 mg/kg

2.4 Footwear & Bags Requirements

FOOTWEAR		
Physical Test	Method	Limits
Test methods for whole shoe - Upper sole adhesion	ISO 177080-04	Refer to UE REG. 1007/2011
Test methods for whole shoe - Heel attachment strength	UNI EN 12785	3/4
Test methods for uppers and lining - Flex resistance	EN 13512	3/4
Color Fastness Test	Method	Limits
To perspiration	ISO 105-E04	4
To rubbing	ISO 105-X12	4/5
Chemical Safety Requirements		
Please refer to "CHEMICAL SAFETY REQUIREMENTS" table		

BAGS		
Color Fastness Test	Method	Limits
To rubbing	ISO 105-X12	4/5
To water	ISO 105-E01	4
Chemical Safety Requirements		
Please refer to "CHEMICAL SAFETY REQUIREMENTS" table		

3 Testing Laboratory Requirements

To perform the mandatory tests, the supplier can only collaborate with laboratories that are accredited according to ISO 17025 for the required tests. The laboratory accreditation must be issued by a recognized organization (E.g. ACCREDIA, CNAS). Inticom S.p.A. has the right to ask the documents attesting the validity of accreditation.

The test report must be written according to the ISO 17025 and the evidence that each test is accredited must be clearly shown on the report.

The laboratory takes responsibility in case of sub-contracting the tests to other laboratories and must guarantee that they are accredited.

The tests must be carried out according to the methods specified in this Quality Manual.

The supplier shall collaborate only with the following laboratories:

- Brachi
- Bureau Veritas
- Intertek
- PFI
- SGS
- TÜV

In the laboratories mentioned above the supplier can do the analyses at the prices agreed for Inticom S.p.A.

The supplier is required to send the testing samples to the laboratory. The laboratory will choose the adequate test for the garment following Inticom S.p.A. requirements and will send an economic offer to supplier for its approval.

4 Inspection Procedure

Inticom S.p.A. reserves the right to inspect the production directly or through a third-party company, supporting the related cost.

If for any reason the inspection is not performed on the agreed date, further inspection will be charged to supplier.

During all the inspections the supplier must provide the inspector with a stamped pre-production sample, the technical chart and all the information related to the care label, hangtag and packaging instructions. The inspector will verify that the supplier has the complete and updated documentation of production.

Inticom S.p.A. reserves the right to perform:

- A first inspection when 10% of production is completed, which is very important to get a smooth-running production. At this stage it is still possible to find and solve problems without causing any major disturbance in the production. If necessary, the Inticom S.p.A. inspection staff will release some specifications and quality comments that the supplier must undertake to implement and that on subsequent visits will be verified.
Important: The next inspection will not be performed if the garment samples have not been sent to the laboratories for testing.
- A second inspection when 50% of the production is completed, with the purpose of confirming that during the early stages of production, the specifications and quality comments previously given are being followed. All problems identified during this inspection must be corrected immediately by the supplier and must not be present at the time of next QC inspection.
- A final inspection when 100% of the production is completed and at least 80% is packed. The final inspection must be carried out at least 15 days before ETD.
Inticom S.p.A. reserves the right to reject the goods if the inspection is failed or perform a further inspection after giving instructions to the supplier for quality corrections.

The inspection sampling method will be carried out according to the ISO 2859-1 (MIL STD 105E).

The inspected sample will be proportional to the total ordered quantity, according to the table below:

TOTAL ORDERED QUANTITY	SAMPLE SIZE	MAXIMUM ACCEPTABLE QUANTITY	
		MAJOR	MINOR
281-500	50	3	5
501-1200	80	5	7
1201-3200	125	7	10
3201-10000	200	10	14
10001-35000	315	14	21
More than 35000	500	21	21

The acceptable quality level (AQL) is as following:

- AQL 0 for Critical Defects
- AQL 2.5 for Major Defects
- AQL 4.0 for Minor Defects

During all the inspection phases, the inspector will have the right to take off and stamp the unsellable garments and the supplier will not have the right to ship them.

After the final inspection and only if the quality of the inspected goods meets Inticom S.p.A requirements, the supplier will receive the shipment authorization of the products (Paragraph 6.3 Certificate of Inspection)

The supplier is not allowed to ship any goods without the shipment authorization from Inticom S.p.A.

During all the visits the inspector will assess the adequacy of the workplace in terms of order, cleanliness, and safety.

5 Certificates

5.1 Quality and REACH Conformity Certificate

In order to guarantee that the products comply with requirements reported in the Quality Manual and that they are safe and free from harmful substances, Inticom S.p.A. requires its suppliers to send a Quality and REACH (Registration-Evaluation-Authorization and restriction of Chemicals) Conformity Certificate for each production. The certificate shall be printed on letterhead and signed (see the declaration below). A copy of such declaration is required in the L/C payment. Supplier is required periodically to check the updating of candidate list visiting the ECHA (European Chemicals Agency) web site:

SVHC

<http://echa.europa.eu/web/guest/candidate-list-table>

AUTHORISATION LIST

<http://echa.europa.eu/it/addressing-chemicals-of-concern/authorisation/recommendation-for-inclusion-in-the-authorisation-list/authorisation-list>

QUALITY AND REACH CONFORMITY CERTIFICATE

The undersigned (name and surname), as (position in the company), with the present

DECLARES THAT THE MATERIAL DESCRIBED BELOW

Season: _____
Line: _____
Article code: _____
Color: _____
Purchase Order (P.O.): _____

IS ACCORDING TO

Physical, fastness, chemical requirements, and to all the supply conditions included in the Manufacturing Agreement edition of May 2022.

Furthermore, the supplier guarantees that:

- knows about the requirements and deadlines established by **n. 1907/2006 Regulation of the European Parliament and Council of 18th December 2006, concerning the registration, the evaluation, authorization and restriction of chemical substances (REACH) and by its amendments;**
- will undertake all necessary measures in order to supply products complying with the provisions of the Regulation.

In particular, the supplier in reference to the substances on the list Substances of Very High Concern (SVHC) as at **last update issued** states that, if one of these is contained in one of the articles supplied to the customer that exceeds 0,1% by weight, duty concerning information were respected (Art. 33); moreover, if required by **Regulation n. 1907/2006**, also duty of notification to ECHA were respected.

It also states that if a substance contained in the SVHC is also contained in Annex XIV "List of substances subject to authorization", it is no longer manufactured, placed on the market and used unless they have requested and been granted a permit in EU.

Moreover, the supplier commits itself to constantly monitor future updating of the SVHC list, informing the Customer in advance whenever there will be one or more SVHC substances in the supplied products, even if in concentration below 0,1%, submitting all necessary information to guarantee a safe use of the product under normal and foreseeable conditions of use as provided by Art. 33 of REACH Regulation.

Lastly, the supplier declares that all the products supplied to the Customer comply with the relevant requirements established by Annex XVII of REACH Regulation, concerning usage restrictions of some chemical substances, including aromatic amines, organotin compounds, phthalates, and metals.

The supplier certifies the truthfulness of provided information.

Location date _____

Name of the declarant _____

Signature Stamp

5.2 Analysis Report Receipt Confirmation

yamamay

Gallarate, *Date*

To Whom it May Concern

Supplier
XXXXXXXX

ANALYSIS REPORT RECEIPT CONFIRMATION

FOR XXXXXX LINE
Article code in XXXXX color

CATEGORY* – *SEASON

Best Regards,

QUALITY CONTROL DEPT.

Inticom S.p.A.
Società Unipersonale
Via Carlo Noè, 22
21013 Gallarate (VA) Italia
tel. +39 0331 7621
fax +39 0331 762800
P.IVA/C.F. 02649140122
Cap. Soc. € 10.000.000 i.v.
R.E.A. 274435
PEC: inticomspa@certimpres.it
info@yamamay.com

yamamay.com

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5.3 Certificate of Inspection

yamamay

Ying Li Yang International
Trading (Shanghai) Co. Ltd.
盈利洋国际贸易（上海）有限公司

ANALYSIS REPORT RECEIPT CONFIRMATION

Supplier: XXXX
Order: XXXX
Line: XXXX
Article: XXXX

Certificate of inspection at 100% bulk production.
Inspection date _____

Authorized Signature

Floor 25A, Building 1, Xinyi Plaza, Jincheng Road NO.628
Xiaoshan District, Hangzhou
Hangzhuo 311200, PRC
Tel +86(571)8386 1110
Email info@inticom.cn
WFOE Shanghai – Pudong, n. 320137
Certification serial number 150000002200503290020

杭州市萧山区
金城路 628 号心意广场 1 号楼 25A
电话 +86(571)8386 1113 传真 +86(571) 8386 1110
电子邮件 info@inticom.cn
注册号：企独沪浦总字第 320137 号（浦东）
证照编号 15000002200503290020

5.4 Express Authorization to Ship Without Inspection

yamamay

SUPPLIER NAME

Gallarate, *Date*

Subject: Express authorization to ship without inspection

PO# *PO NUMBER* - *LINE NAME* - *ARTICLE CODE* in *COLOR*

Failing to carry out the control over production by our appointee, you have the authorization to deliver. This document replaces the certificate of inspection required by paragraph 46A point 9 of the letter of credit. The goods will be controlled by our officers at our Logistic and we will send you a report of the inspection. It is understood that if we were to find any faults 'out of tolerance', it will be our duty to inform you immediately and block the delivering of goods to the shops until resolution of the problem.

Best Regards,

QUALITY CONTROL DEPT.

Inticom S.p.A.
Società Unipersonale
Via Carlo Noè, 22
21013 Gallarate (VA) Italia
tel. +39 0331 7621
fax +39 0331 762800
P.IVA/C.F. 02649140122
Cap. Soc. € 10.000.000 i.v.
R.E.A. 274435
PEC: inticomspa@certimprese.it
info@yamamay.com

yamamay.com

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RESTRICTED SUBSTANCES LIST

Alkyl phenols (AP)	
SUBSTANCES	CAS
Octylphenols (OP), multiple isomers	27193-28-8; 1806-26-4; 140-66-9; Various
Nonylphenols (NP), multiple isomers	25154-52-3; 104-40-5; 84852-15-3; 90481-04-2; 1173019-62-10
Alkyl Phenyl Ethoxylates (APEOs)	
SUBSTANCES	CAS
Octylphenol ethoxylates (OPEO) [1-18]	Various; 9002-93-1; 19036-19-5; 68987-90-6
Nonylphenol ethoxylates (NPEO)[1-18]	Various; 9016-45-9; 26027-38-3; 68412-54-4; 127087-87-0
Phthalates	
SUBSTANCES	CAS
Benzyl Butyl phthalate (BBP)	85-68-7
Di (2-ethylhexyl) phthalate (DEHP)	117-81-7
Di-iso-butylphthalate (DIBP)	84-69-5
Di-n-butyl phthalate (DBP)	84-74-2
Di-isononyl phthalate (DINP)	28553-12-0 ; 68515-48-0
Di-C6-8-branched alkylphthalates (DIHP)	71888-89-6
Di-C7-11-branched and linear alkylphthalates (DHNUP)	68515-42-4
1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0
Di-(2-methoxyethyl)-phthalate (DMEP)	117-82-8
Di-iso-decylphthalates (DIDP)	26761-40-0 ; 68515-49-1
Dimethylphthalate (DMP)	131-11-3
Di-n-hexyl phthalate (DnHP)	84-75-3
Di-n-octyl phthalate (DNOP)	117-84-0
Diisopentylphthalate (DIPP)	605-50-5
Di-n-pentylphthalate (DPP)	131-18-0
N-Pentylisopentylphthalate (NPIPP)	776297-69-9
Di-iso-octyl phthalate (DIOP)	27554-26-3
Dihexylphthalate, branched and linear (DHxP)	68515-50-4
Di-cyclohexyl phthalate (DCHP)	84-61-7
Diethyl phthalate (DEP)	84-66-2
Dinonyl phthalate (DNP (DNP))	84-76-4
Di-n-propyl phthalate (DPrP)	131-16-8
Volatile organic compounds	
SUBSTANCES	CAS
2-Butanone (MEK)	78-93-3
1,2-Dichloroethane	107-06-2
Benzene	71-43-2
Trichloroethene	79-01-6
Toluene	108-88-3
Tetrachloroethylene	127-18-4
Ethylbenzene	100-41-4
Xylene	1330-20-7
Styrene	100-42-5
Cyclohexanone	108-94-1
2-Ethoxy-ethylacetat	111-15-9
1,2,3-Trichloropropane	96-18-4
Acetophenone	98-86-2
Naphthalene	91-20-3
N,N-Dimethylformamide	68-12-2
1-Methyl-2-pyrrolidinone	872-50-4
2-Phenyl-2-propanol	617-94-7
2-Methoxyethyl ether	111-96-6
N,N-Dimethylacetamide	127-19-5
o-Cresol	95-48-7
m-Cresol	108-39-4
p-Cresol	106-44-5
Dichloromethane	75-09-2
Formamide	75-12-7
n- Hexane	110-54-3
Methanol	67-56-1
Chloroform	66-67-3

Tetrachloromethane	56-23-5
1,1,2,2-tetrachloroethane	79-34-5
1,1-Dichloroethane	75-34-3
1,1,1-Trichloroethane	71-55-5
1,1,1,2-Tetrachloroethane	630-20-6
1,1,2,2-Tetrachloroethane	79-34-5
Pentachloroethane	76-01-7
1,1-Dichloroethylene	75-34-4

Chlorinated Organic Carriers

SUBSTANCES	CAS
Monochlorobenzene	108-90-7
Dichlorobenzene Mixture	25321-22-6
1,2-Dichlorobenzene	95-50-1
1,3- Dichlorobenzene	541-73-1
1,4- Dichlorobenzene	106-46-7
Trichlorobenzene Mixture	12002-48-1
1,2,3-trichlorobenzene	87-61-6
1,2,4-trichlorobenzene	120-82-1
1,3,5-trichlorobenzene	108-70-3
Tetrachlorobenzene Mixture	
1,2,3,4-tetrachlorobenzene	634-66-2
1,2,3,5-tetrachlorobenzene	634-90-2
1,2,4,5-tetrachlorobenzene	95-94-3
Pentachlorobenzene	608-93-5
Hexachlorobenzene	118-74-1
Monochlorotoluene Mixture	25168-05-2
2-chlorotoluene	95-49-8
3-chlorotoluene	108-41-8
4-chlorotoluene	106-43-4
Dichlorotoluene Mixture	29797-40-8
2,3-dichlorotoluene	32768-54-0
2,4-dichlorotoluene	95-73-8
2,5-dichlorotoluene	19398-61-9
2,6-dichlorotoluene	118-69-4
3,4-dichlorotoluene	95-75-0
Trichlorotoluene Mixture	
2,3,6-trichlorotoluene	2077-46-5
a,a,a-trichlorotoluene	98-07-7
Tetrachlorotoluene Mixture	
a,a,a,2-tetrachlorotoluene	2136-89-2
a,2,6,a,Tetrachlorotoluene	81-19-6
a,a,a,p-tetrachlorotoluene	5216-25-1
pentachlorotoluene	877-11-2

Banned AZO dyes

SUBSTANCES	CAS
4-aminodiphenyl	92-67-1
Benzidine	92-87-5
4-Chloro-o-toluidine	95-69-2
2-Naphthylamine	91-59-8
o-Aminoazotoluene	97-56-3
2-Amino-4-nitrotoluene	99-55-8
p-Chloroaniline	106-47-8
2,4-Diaminoanisole	615-05-4
4,4'-Diaminodiphenylmethane	101-77-9
3,3'-Dichlorobenzidine	91-94-1
3,3'-Dimethoxybenzidine (o-Dianisidine)	119-90-4
3,3'-Dimethylbenzidine (o-Tolidine)	119-93-7
3,3'-Dimethyl-4,4'-diaminodiphenylmethane	838-88-0
p-Cresidine	120-71-8
4,4'-Methylene-bis-(2-chloroaniline)	101-14-4
4,4'-Oxydianiline	101-80-4
4,4'-Thiodianiline	139-65-1
o-Toluidine	95-53-4
2,4-Toluenediamine	95-80-7
2,4,5-Trimethylaniline	137-17-7
o-Anisidine	90-04-0

4-Aminoazobenzene	60-09-3
2,4-Xylidine	95-68-1
2,6-Xylidine	87-62-7

Allergenic Dyestuff

SUBSTANCES	CAS
Disperse Blue 1	2475-45-8
Disperse Blue 3	2475-46-9
Disperse Blue 7	3179-90-6
Disperse Blue 26	3860-63-7
Disperse Blue 35	12222-75-2
Disperse Blue 102	12222-97-8
Disperse Blue 106	12223-01-7
Disperse Blue 124	61951-51-7
Disperse Brown 1	23355-64-8
Disperse Orange 1	2581-69-3
Disperse Orange 3	730-40-5
Disperse Orange 37	12223-33-5
Disperse Orange 76	13301-61-6
Disperse Red 1	2872-52-8
Disperse Red 11	2872-48-2
Disperse Red 17	3179-89-3
Disperse Yellow 1	119-15-3
Disperse Yellow 3	2832-40-8
Disperse Yellow 9	6373-73-5
Disperse Yellow 39	12236-29-2
Disperse Yellow 49	54824-37-2
Disperse Yellow 23	6250-23-3
Pigment Red 104	12656-85-8
Pigment Black 25	68186-89-0
Pigment Yellow 157	68610-24-2
Solvent Yellow 14	842-07-9

Carcinogenic Dyestuff

SUBSTANCES	CAS
Disperse Blue 1	2475-45-8
Disperse Orange 11	82-28-0
Disperse Yellow 3	2832-40-8
Basic Red 9	569-61-9
Basic Violet 14	632-99-5
Acid Red 26	3761-53-3
Direct Black 38	1937-37-7
Direct Red 28	573-58-0
Direct Blue 6	2602-46-2
Disperse Yellow 23	6250-23-3
Disperse Orange 149	151126-94-2
Direct Brown 95	16071-86-6
Direct Black 3	6227-04-9
Direct Yellow 1	6472-91-9
Pigment Yellow 34	1344-37-2
Solvent Yellow 2	60-11-7

Other Banned Dyestuff

SUBSTANCES	CAS
Navy blue	118685-33-9
Acid Violet 49	1694-09-3
Basic Blue 26	2580-56-5
Basic Violet 1	8004-87-3
Basic Violet 3	548-62-9
	603-48-5
	14426-25-6

Organotin Compounds

SUBSTANCES	CAS
Dibutyltin (DBT)	1002-53-5

Diocetylfin (DOT)	15231-44-4
Tributylfin (TBT)	56573-85-4
Triphenylstannilium (TPT)	668-34-8
Bis(tributylfin) oxide (TBTO)	56-35-9
Butylfin trichloride (MBT)	1118-46-3
Monooctyltin -stannan (MOT)	15231-57-9
Tetrabutyl-stannan (TeBT)	1461-25-2
Tricyclohexyltin (TCyHT)	3047-10-7; various
Tripropyltin (TPT)	761-44-4
Trioctyl-Stannilium (TriOT)	250252-89-2
Dibutylfin hydrogen borate (DBB)	75113-37-0

Formaldehyde

SUBSTANCES	CAS
Formaldehyde	50-00-0

Heavy metals

SUBSTANCES	CAS
Antimony	7440-36-0
Arsenic	7440-38-2
Barium	7440-39-3
Cadmium	7440-43-9
Cobalt	7440-48-4
Chromium	7440-47-3
Chromium VI	18540-29-9
Mercury	7439-97-6
Nichel	7440-02-0
Lead	7439-92-1
Cooper	7440-50-8
Selenium	7782-49-2
Zinc	7440-66-6

Pesticides

SUBSTANCES	CAS
Aldrine	309-00-2
Azinphos-methyl	86-50-0
Azinphos-ethyl	2642-71-9
Bromophos-ethyl	4824-78-6
Captafol	2425-06-1
Carbaryl	63-25-2
Chlordane	57-74-9
Chlordimeform	6164-98-3
Chlorfenvinphos	470-90-6
Coumaphos	56-72-4
Cyfluthrin	68359-37-5
λ-Cyhalothrin	91465-08-6
Cypermethrin	52315-07-8
Deltamethrin	52918-63-5
Diazinon	333-41-5
DDD	72-54-8
o,p'-DDE	3424-82-6
p,p'-DDE	72-55-9
o,p'-DDT	789-02-6
p,p'-DDT	50-29-3
2,4-Dichlorophenoxyacetic acid	94-75-7
Dichlorprop	120-36-5
Dieldrine	60-57-1
Dimethoate	60-51-5
Dinoseb	88-85-7
α-Endosulfan	959-98-8
β-Endosulfan	33213-65-9
Endrin	72-20-8
Esfenvalerate	66230-04-4
Fenvalerate	51630-58-1
Heptachlor	76-44-8
Heptachlor epoxide	1024-57-3

Lindane (γ -HCH)	58-89-9
MCPA 4-Chloro-2-methylphenoxyacetic acid	94-74-6
MCPB 4-(4-Chloro-o-tolyloxy) butyric acid	94-81-5
Mecoprop	93-65-2
Metamidophos	10265-92-6
Methoxychlor	72-43-5
Parathion-methyl	298-00-0
Mevinphos (Fosdrin)	7786-34-7
Mirex	2385-85-5
Monocrotophos	6923-22-4
Parathion	56-38-2
Profenophos	41198-08-7
Propetamphos	31218-83-4
Quinalphos	13593-03-8
Toxaphene	8001-35-2
2-(2,4,5-Trichlorophenoxy) propionic acid and its salts and 2-(2,4,5-Trichlorophenoxy) propionyl compounds (2,4-D)	93-76-5
Trifluraline	1582-09-8
α -Hexachlorcyclohexane	319-84-6
β -Hexachlorcyclohexane	319-85-7
δ -Hexachlorcyclohexane	319-86-8

Biocidal Products - Dimethylfumarate

SUBSTANCES	CAS
Dimethylfumarate (DMFu)	624-49-7

Biocidal Products – Other

SUBSTANCES	CAS
biocides NOT present in EU Regulation 528/2012 and subsequent amendments are prohibited	

Chlorinated Phenols

SUBSTANCES	CAS
Trichlorophenol (TriCP), multiple isomers	25167-82-2
2,3,5- Trichlorophenol	933-78-8
2,3,6- Trichlorophenol	933-75-5
2,4,5- Trichlorophenol	95-95-4
2,4,6- Trichlorophenol	88-06-2
3,4,5-Trichlorophenol	609-19-8
Tetrachlorophenol (TeCP), multiple isomers	25167-83-3
2,3,4,5-Tetrachlorophenol	4901-51-3
2,3,4,6-Tetrachlorophenol	58-90-2
2,3,5,6-Tetrachlorophenol	935-95-5
Pentachlorophenol (PCP)	87-86-5

Orthophenylphenol

SUBSTANCES	CAS
Orthophenylphenol (OPP)	90-43-7

Isocyanates

SUBSTANCES	CAS
MDI multiple isomers	26447-40-5
Diphenylmethane diisocyanate (MDI)	101-68-8
2,2'-methylenediphenyl diisocyanate (2,2-MDI)	2536-05-2
2,4'-Methylenebis(phenyl isocyanate) (2,4-MDI)	5873-54-1
Technical grade MDI	9016-87-9
Hexamethylene diisocyanate (HMDI)	822-06-0
dicyclohexylmethane-4,4'-diisocyanate (4,4-MDI)	5124-30-1

Nitrosamines

SUBSTANCES	CAS
N-nitrosodibutylamine (NDBA)	924-16-3
N-nitrosodiethylamine (NDEA)	55-18-5

N-nitrosodimethylamine (NDMA)	62-75-9
N-nitrosodipropylamine (NDPA)	621-64-7
N-nitroso-N-ethylaniline (NEPhA)	612-64-6
N-nitroso-N-methylaniline	614-00-6
N-nitrosomorpholine (NMOR)	59-89-2
N-nitrosopiperidine (NPiP)	100-75-4
N-nitrosopyrrolidine	930-55-2

Short-Chain Chlorinated Paraffins (SCCP)

SUBSTANCES	CAS
Short-chained (SCCP) C10-C13	85535-84-8
2,2-Bis(bromomethyl)-1,3-propanediol	3296-90-0
Bis(2,3-dibromopropyl)phosphate	5412-25-9

Solvents

SUBSTANCES	CAS
N-methylpyrrolidin-2-one (NMP)	872-50-4
N,N-dimethylacetamide (DMAc)	127-19-5
Dimethylformamide (DMFa)	68-12-2

Chlorinated Solvents

SUBSTANCES	CAS
1,1-Dichloroethane	75-34-3
1,2-dichloroethane	107-06-2
1,1,1-trichloroethane	71-55-6
1,1,2-trichloroethane	79-00-5
1,1,1,2-tetrachloroethane	630-20-6
1,1,2,2-tetrachloroethane	79-34-5
Hexachloroethane	67-72-1
Dichloromethane	75-09-2
Chloroform	67-66-3
Tetrachloromethane	56-23-5
1,1-dichloroethene	75-35-4
trichloroethene	79-01-6
Benzyl chloride	100-44-7

Fluorinated Compounds

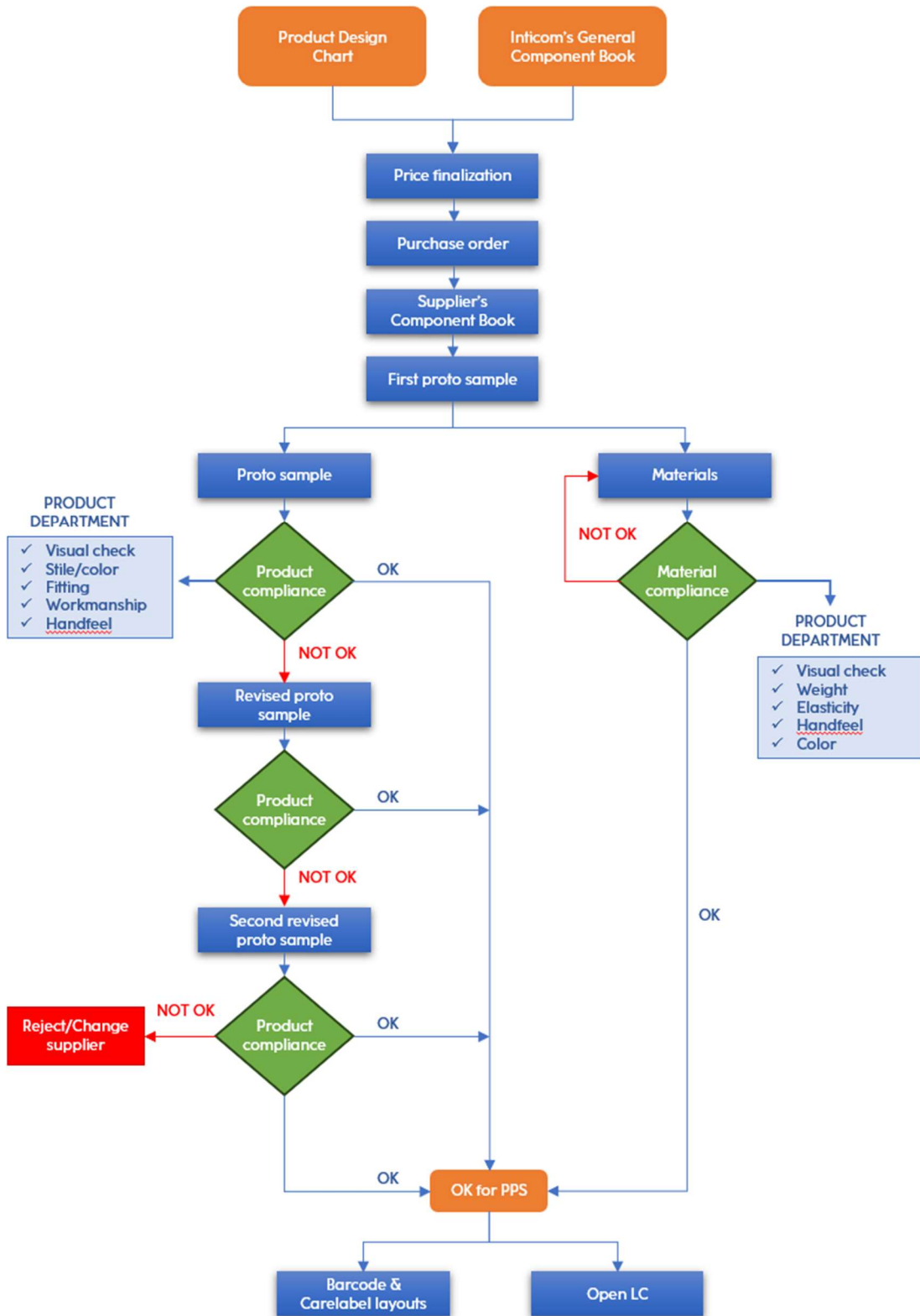
SUBSTANCES	CAS
Perfluorooctane Sulfonate (PFOS)	1763-23-1
Perfluorooctanoic Acid (PFOA)	335-67-1
Perfluorohexane Sulfonate (PFHxS)	355-46-4 / 432-50-7
Sodium perfluorohexanesulfonate (PFHxS-Na)	82382-12-15
Sodium pentadecafluoroheptyl sulfinate (PFHpS-Na)	68555-66-8
Sodium perfluorodecanesulfonate (PFDS-Na)	2806-15-7
potassium henicosafuorodecanesulphonate (PFDS-K)	2806-16-8
Ammonium henicosafuorodecanesulphonate	67906-42-7
Perfluoroheptane Sulfonate (PFHpS)	375-92-8
Perfluorodecane Sulfonate (PFDS)	126105-34-8
Perfluoro-3,7-dimethyloctanoic Acid (PF-3,7-DMOA)	172155-07-6
1H,1H,2H,2H-Perfluorooctanesulfonic acid	27619-97-2
2H,2H,3H,3H-Perfluoroundecanoic Acid (H4PFUnA)	34598-33-9
1H,1H,2H,2H-Perfluorodecanesulphonic acid	39108-34-4
Perfluorooctane Sulfonamide (PFOSA)	754-91-6
N-methylperfluoro-1-octanesulfonamide (MeFOSA)	31506-32-8
N-ethylperfluoro-1-octanesulfonamide (EtFOSA)	4151-50-2
2-(N-methylperfluoro-FASE 1 octanesulfonamido)-ethanol (MeFOSE)	2448-09-7
2-(N-ethylperfluoro-1-octanesulfonamido)-ethanol (EtFOSE)	1691-99-2
Perfluorobutane Sulfonate (PFBS)	375-73-5 / 59933-66-3 / 749861-23-2
Perfluorobutane Sulfonate (PFBS)	29420-49-3
1H,1H,2H,2H-Perfluoro-1-hexanol (4:2 FTOH)	2043-47-2
1H,1H,2H,2H-Perfluoro-1-oktanol (6:2 FTOH)	647-42-7
1H,1H,2H,2H-Perfluoro-1-decanol (8:2 FTOH)	678-39-7
1H,1H,2H,2H-Perfluoro-1-dodecanol (10:2 FTOH)	865-86-1
1H,1H,2H,2H-Perfluorooctylacrylate (6:2 FTA)	17527-29-6
1H,1H,2H,2H-Perfluorodecylacrylate (8:2 FTA)	27905-45-9

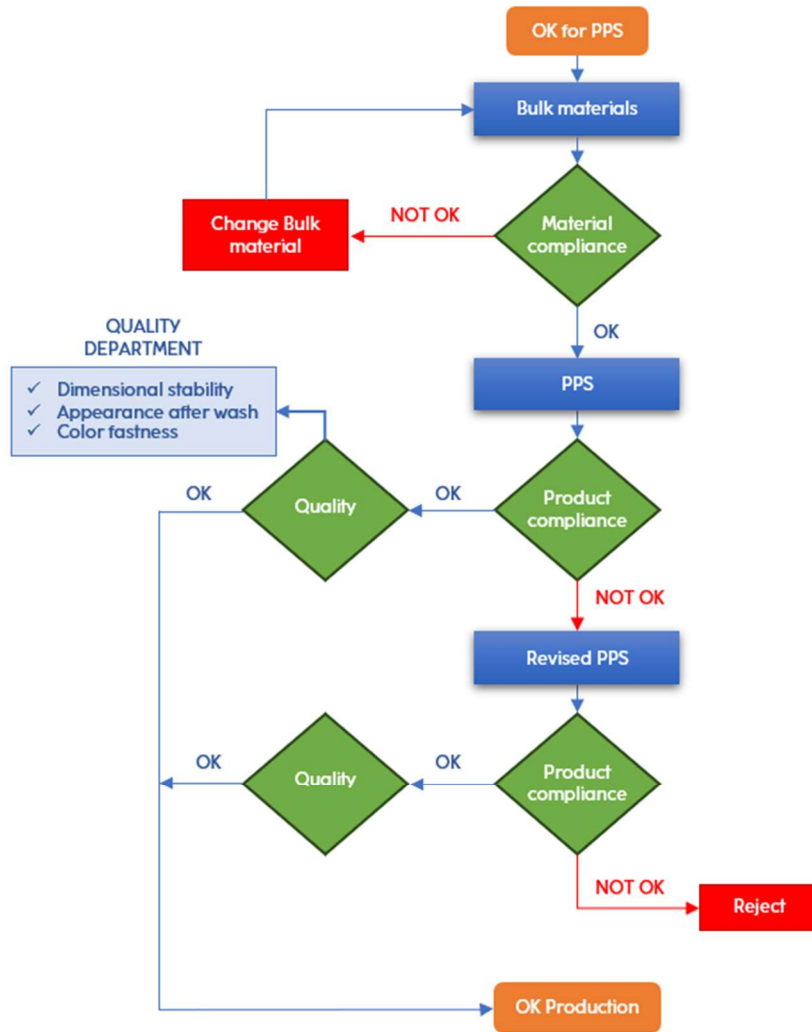
1H,1H,2H,2H-Perfluorododecylacrylate (10:2 FTA)	17741-60-5
Perfluorooctanesulfonyl fluoride (POSF)	307-35-7
Perfluorobutane Acid (PFBA)	375-22-4
Perfluorohexane Acid (PFHxA)	307-24-4
Perfluorononane Acid (PFNA)	375-95-1
7H-Dodecafluoroheptane Acid (HPFHpA)	1546-95-8
2H,2H-perfluorodecane Acid (H2PFDA)	27854-31-5
Perfluoropentane Acid (PFPA)	2706-90-3
Perfluoroheptane Acid (PFHpA)	375-85-9
Perfluorodecane Acid (PFDA)	335-76-2
Perfluoroundecanoic Acid (PFUnA)	4234-23-5
Perfluorododecanoic Acid (PFDoA)	307-55-1
Perfluorotridecanoic Acid (PFTrA)	72629-94-8
Perfluorotetradecanoic Acid (PFTeA)	376-06-7

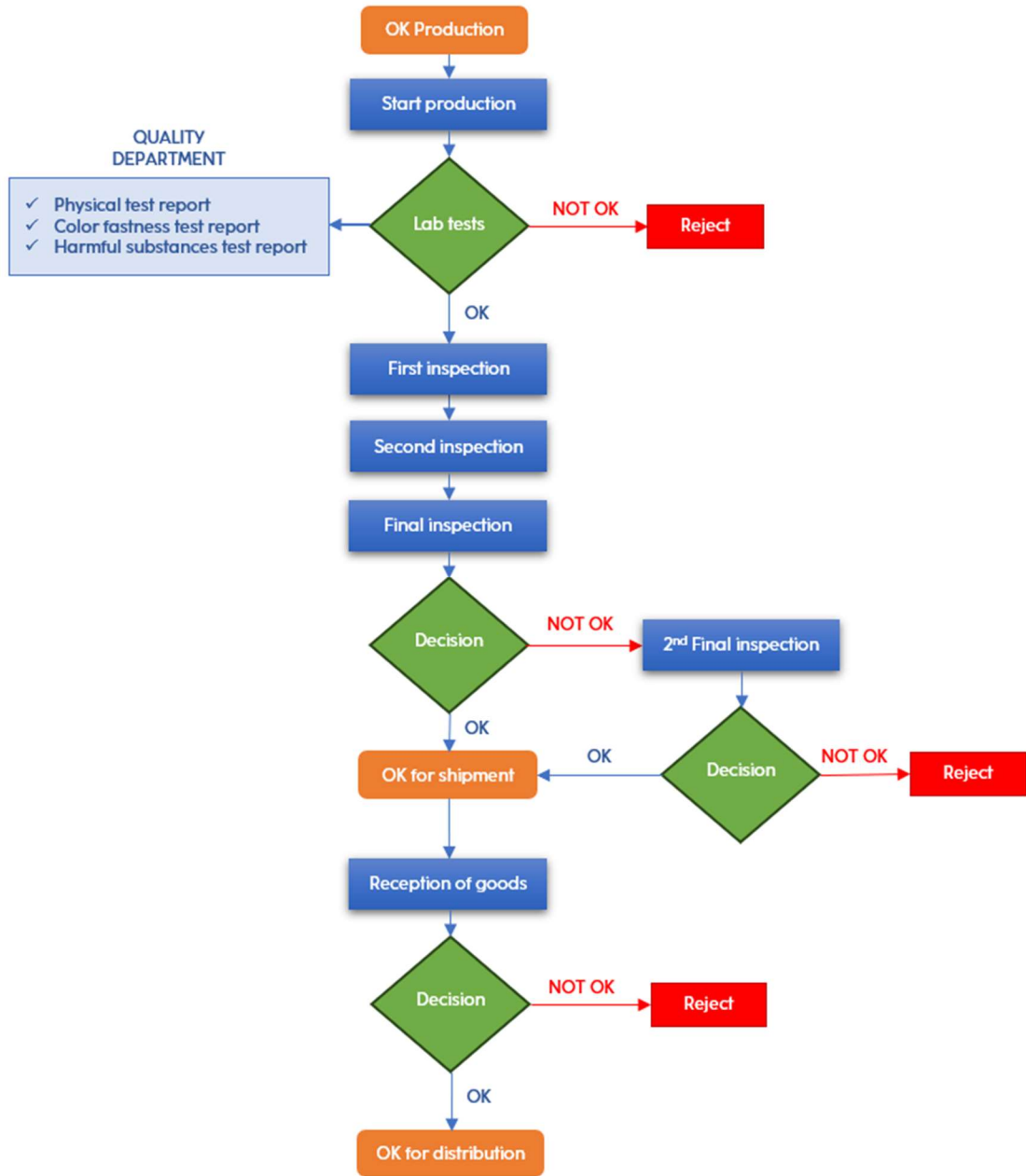
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SUPPLIER OPERATION MANUAL









Section 1. SALESMAN SAMPLES – QUANTITIES FOR SIZES

DEPARTMENT and PRODUCT TYPE	SIZE REQUESTED	QUANTITY REQUESTED
WOMAN		
CORSETRY	Size 2 or S+M+L	<u>12</u> pcs for each color in size 2 or S <u>1</u> pc for each color in size 3 or M <u>1</u> pc for each color in size 4 or L
LINGERIE	Size S+M+L	<u>12</u> pcs for each color in size S <u>1</u> pc for each color in size M <u>1</u> pc for each color in size L
NIGHTWEAR	Size S+M+L	<u>12</u> pcs for each color in size S <u>1</u> pc for each color in size M <u>1</u> pc for each color in size L
KNITWEAR	Size 2 or S+M+L	<u>12</u> pcs for each color in size S <u>1</u> pc for each color in size M <u>1</u> pc for each color in size L
BEACHWEAR	Size 2 or S+M+L	<u>12</u> pcs for each color in size 2 or S <u>1</u> pc for each color in size 3 or M <u>1</u> pc for each color in size 4 or L
SLIPPERS/ SOCKS	Size 39/40 or 40	<u>10</u> pcs for each colors
ACCESSORIES	One Size	<u>10</u> pcs for each colors
GIRL		
UNDERWEAR	size 8 years	<u>12</u> pcs for each color
NIGHTWEAR	size 8 years	<u>12</u> pcs for each color
BEACHWEAR	size 8 years	<u>12</u> pcs for each color
SLIPPERS/ SOCKS	Size 34/35	<u>12</u> pcs for each color
ACCESSORIES	One Size	<u>10</u> pcs for each colors
MAN		
UNDERWEAR	Size 5 or L	<u>12</u> pcs for each color
NIGHTWEAR	Size L	<u>12</u> pcs for each color
KNITWEAR	Size L	<u>12</u> pcs for each color
BEACHWEAR	Size 5 or L	<u>12</u> pcs for each color
SLIPPERS/ SOCKS	Size 44/45	<u>12</u> pcs for each color
ACCESSORIES	One Size	<u>10</u> pcs for each colors
BOY		
UNDERWEAR	size 8 years	<u>12</u> pcs for each color
NIGHTWEAR	size 8 years	<u>12</u> pcs for each color
BEACHWEAR	size 8 years	<u>12</u> pcs for each color
SLIPPERS/ SOCKS	Size 34/35	<u>12</u> pcs for each color
ACCESSORIES	One Size	<u>10</u> pcs for each colors



Section 2. SHIPPING DOCUMENTATION

A COMMERCIAL INVOICE FOR SALESMAN SAMPLES

- 1) Heading in English with Company name and full address as per beneficiary details related to LC or to purchase order or proforma invoice/sales confirmation.
- 2) Full address of the receiver, i.e. unless otherwise agreed: INTICOM SpA - 22, Via Carlo Noè - 21013 GALLARATE (VA) Italy.
- 3) Date and number of the commercial invoice.
- 4) Exact price for each article agreed and listed on Purchase Orders and L/C; the currency included.
- 5) Exact quantities for each article and total quantity.
- 6) Detailed description of the goods (including their composition) with Inticom's article codes.
- 7) Country of origin of the goods.
- 8) Number of cartons, net and gross weight.
- 9) Total amount of the commercial invoice, the currency as per PO/LC.
- 10) Tracking number of express courier.
- 11) Terms of shipment: FOB (INCOTERMS 2020).
- 12) Reference to the Purchase Order number, the proforma invoice, the L/C number and issuing bank.

B) OTHER DOCUMENTS FOR SALESMAN SAMPLES

- 1) CREDIT NOTE ref. Commercial INVOICE; Credit Note with same total amount as issued commercial invoice.
- 2) Detailed packing list with specifications on sizes, quantities and color versions contained in each package/carton.

C) COMMERCIAL INVOICE FOR FINISHED PRODUCTS – signed and dated in original and 3 copies if not specified otherwise into LC.

- 1) Heading in English with Company name and full address as per beneficiary details related to LC or to purchase order or proforma invoice/sales confirmation.
- 2) Full address of the receiver, i.e. unless otherwise agreed: INTICOM SpA - 22, Via Carlo Noè - 21013 GALLARATE (VA) Italy.
- 3) Date and number of the commercial invoice; invoices issued in different dates shall have different numbers (every commercial invoice refers to 1 LC only).
- 4) Exact price for each article agreed and listed on Purchase Orders and L/C; the currency included.
- 5) Exact quantities for each article and total quantity.
- 6) Detailed description of the goods (including their composition) with Inticom's article codes.
- 7) Country of origin of the goods.
- 8) Number of cartons.
- 9) Total amount of the commercial invoice, the currency as per PO/LC.
- 10) Terms of shipment: FOB (INCOTERMS 2020).
- 11) Reference to the Purchase Order number, the proforma invoice, the L/C number and issuing bank.
- 12) Net and gross weight.
- 13) Shipping Mark.
- 14) Rex declaration if applicable.



D) OTHER DOCUMENTS FOR FINISHED PRODUCTS

- 1) Detailed packing list for each container with specifications on: sizes, quantities and color versions contained in each package/carton, total value of each container - packing list in original and three copies. Rex declaration if applicable.
- 2) Valid Certificate of Origin in original or Certificate of preferential Origin in original, issued and signed by competent authority.
- 3) Any other document that might be requested by Inticom included (but not limited to):
 - i. Quality and REACh Conformity Certificate duly signed and dated.
 - ii. Original Certificate of Final Inspection dated and signed by Inticom or one of its agents/foreign office.
 - iii. Copy of test reports of harmful substances analysis as requested in Inticom Safety procedure.
 - iv. Copy of Inticom Chemical Safety Certificate for test reports.
 - v. Copy of email sent to Inticom stating all shipment details.
 - vi. Supplier's declaration attesting that shipment has been effected through the shipping company indicated by Inticom.
 - vii. Silica gel bags absence declaration, duly stamped and signed on supplier's letterhead, in original.
 - viii. Micro-pack presence declaration, duly stamped and signed on supplier's letterhead, in original.
 - ix. Subcontractor Letter of Appointment in copy, if applicable.
 - x. Forwarder Cargo Receipt (FCR) or Shipment Details Sheet (S.D.S) issued by forwarder.
- 4) For Sea Shipments:
 - i. Original bill of Lading to order of Inticom SpA or as per LC instructions.
 - ii. Original THL container line clean on Board bill of lading acceptable duly issued by Inticom appointed forwarder (as indicated in the L/C) or by their appointed agent.
 - iii. Copy of email sent to Inticom (addressed as specified in L/C) within 5 days from shipment date transmitting the following documents: commercial invoice, packing list, Bill of Lading, certificate of origin, silica gel bags absence declaration, micro-pack presence declaration.
- 5) For Air Shipments:
 - i. Copy of Airway Bill to order of Inticom SpA or as per LC instructions
 - ii. Copy of email sent to Inticom (addressed as specified in L/C) within 1 days from shipment date transmitting the following documents: commercial invoice, packing list, Airway Bill, certificate of origin, silica gel bags absence declaration, micro-pack presence declaration.



Section 3. LETTER OF APPOINTMENT OF SUBCONTRACTORS

**PLEASE COPY ON LETTERHEAD PAPER, FILL THE FORM
AND KINDLY RETURN IT TO INTICOM SPA**

Date _____

To:
INTICOM S.p.A.
Via Carlo Noè, 22
21013 GALLARATE (VA)
ITALY

Dear Sirs,
according to clause n. 12 of the manufacturing agreement signed by our Company on _____ (the “**Yamamay Manufacturing Agreement**”), that states what follows:

- 12.1 *The Supplier may sub-contract the manufacturing of certain specific entire Products (and not only the manufacturing of a part of a Product) to qualified and highly reputed third parties located in the same country of the Supplier, subject to prior written consent by Inticom. The communication of the Supplier requiring such consent shall be drafted in accordance with the form provided in Section 3 of Annex A and shall describe: (i) the generalities of the sub-contractor, (ii) the Definitive Purchase Order to be sub-contracted, totally or partially, and (ii) the expertise and know-how of such sub-contractor.*
- 12.2 *In case of sub-contracting, the Supplier shall however remain directly, exclusively and fully responsible vis-à-vis Inticom for the performance of all of its obligations under this Agreement (including, for the sake of clarity, the obligations sub-contracted according to this Article 12). The Supplier will remain the Inticom’s sole point of contact regarding the manufacturing and supply under this Agreement and shall ensure that the activities sub-contracted are duly and fully performed by any sub-contractors without exemption. The Supplier shall exercise due skill and care in selecting and supervising any sub-contractor.*
- 12.3 *The Supplier shall include in its sub-contract agreements provisions that are equal in scope to all the rights granted to Inticom under this Agreement and shall ensure that obligations which are equal in scope to the obligations assumed by the Supplier under this Agreement are assumed by the sub-contractors and that any related inspection and control rights, as provided in paragraph 4.10.3 above, may be exercised by Inticom and its representatives. The Supplier shall provide Inticom with copies of any subcontract agreements executed by the Supplier in relation to the manufacturing and supply of the Products. The Supplier shall indemnify and hold harmless Inticom from any additional cost (if any) - including, but without being limited to, taxes - triggered by the Supplier’s sub-contracting of the manufacturing of certain specific Products*

we hereby appoint, subject to written approval by Inticom S.p.A.:

as our **subcontractor** with respect to the manufacturing of the Products listed in the documents attached hereto as Annex A and related to our Pro-forma Invoice n. _____.

The expertise and know-how of the above mentioned sub-contractor is described below.



By undersigning this letter, the above mentioned sub-contractor confirms to be bound by: (i) the obligations set forth in the relevant sub-contracting agreement (a copy of which is attached hereto as Annex B); and (ii) the obligations assumed by the Supplier under the Yamamay Manufacturing Agreement.

Best regards,

MANUFACTURER

Company Name _____
Authorized Signature _____
Name _____
Position _____
Date _____
Seal _____

SUBCONTRACTOR

Company Name _____
Authorized Signature _____
Name _____
Position _____
Date _____
Seal _____

Acceptance by:
Inticom S.p.A.

Authorized Signature _____
Name _____
Position _____
Date _____
Seal _____

Annex A: Products list (PO number, codes, description, and quantities assigned to subcontractor)

Supplier Code of Conduct

ver. 07-2022

yamamay

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Introduction

Inticom S.p.A./Yamamay is committed to managing its activities in compliance with laws and ethical business practices, in line with its commitments to develop a sustainable business model and according to the ethical and moral values defined on the basis of the principles of honesty, fairness, integrity, transparency and mutual respect.

For this reason, the Brand expects its suppliers to act in accordance with the same principles and share the same commitments, respecting and enforcing them by its subcontractors, in compliance with the regulations enforced in the countries of operation and in accordance with the principles expressed in this document.

The Supplier Code of Conduct (hereinafter referred to as “Code”, “Code of Conduct”) defines the expectations of the Brand towards their suppliers on fundamental issues such as respect for human and workers’ rights, health and safety requirements, respect for the environment, promotion of animal health and welfare, guarantee of product safety and quality and respect for business ethics.

The Code is based on the principles set by the International Labour Organization (ILO)’s Conventions, by the Universal Declaration of Human Rights, the OECD guiding principles and the principles of the UN Global Compact. Suppliers undertake to comply with the principles and provisions contained in this Code. Compliance with the Supplier Code of Conduct is a necessary condition for establishing and maintaining a business relationship with Inticom S.p.A./Yamamay.

The following document sets out requirements based on international principles that may be more restrictive than local legal and regulatory requirements and requires suppliers to apply the most restrictive standard in force in the event of conflict. It is intended that, if a provision of the Supplier Code of Conduct conflicts with the regulations in force, the latter must be applied and the supplier must promptly inform the Brand of the ways in which it may continue to support and comply with the principles and purposes of this Code without violating the law.

The duties expressed in the Code of Conduct apply to the entire supply chain of the Brand. Suppliers who use sub-suppliers and sub-contractors (hereinafter jointly referred to as “suppliers”) guarantee their work to Inticom S.p.A./Yamamay and ensure and verify that they comply with this Code of Conduct and fulfill its obligations.

In the event of a breach or conflict with this Code of Conduct by a supplier or its sub-supplier or sub-contractor, the Brand reserves the right to evaluate and terminate the business relationship, under the conditions provided by law and without prejudice to any further action that the Brand may take.

1 Application principles

Inticom S.p.A./Yamamay requires its suppliers to adopt exemplary behavior in terms of social responsibility, in line with local and national laws and regulations, as well as internationally recognized standards and requirements. In particular, Yamamay's suppliers must comply with the following principles:

- Principles relating to respect for human and workers' rights;
- Principles relating to health and safety at work;
- Principles relating to environmental protection;
- Principles relating to animal health and welfare;
- Principles relating to product safety and quality;
- Principles relating to the respect of business ethics.

1.1 Principles relating to respect for human and workers' rights

Labor relations

Suppliers are required to comply with local laws and regulations regarding employment, hiring, relationship management and termination.

The employment relationship between supplier and employee must always be freely agreed between the parties. Suppliers must not abuse temporary employment contracts, apprenticeships and traineeships to avoid the payment of wages and benefits provided by law. Suppliers must also prevent illegal, clandestine or undeclared forms of employment, in particular they must ensure that temporary or indirect employees do not have to pay recruitment fees.

Suppliers must ensure that all employees have the right to work and that they receive written and understandable information regarding working conditions, including details of remuneration, working hours and holidays before starting the employment relationship.

In dealing with redundancies, where possible, in compliance with the reference standards, suppliers must limit the effects of the actions taken and provide appropriate information and assistance to employees.

The employer is obliged to respect the privacy of employees by making personal information accessible only to authorized personnel in order to avoid the use of such data for purposes not in accordance with the law or for discriminatory purposes.

Working hours

Suppliers are required to ensure that regular and overtime working hours comply with national laws, applicable collective labor agreements or industry and international standards. Hours worked, including overtime, must not exceed 60 hours per week even in the presence of less restrictive laws, or fewer hours where required by law.

Temporary exceptions to this limit are permitted in operating situations with particular workloads, provided that the applicable law is complied with.

Overtime work must be carried out voluntarily, cannot be requested on a regular basis and must be remunerated at an increased rate.

Employees are entitled to the minimum number of rest days laid down by local law and at least one day off in a seven-workday period, in addition to annual leave. Exceptions are permitted only in the case of seasonal peaks of work, if this is in accordance with the applicable law.

Compensation and benefits

Suppliers are required to regularly pay their employees in accordance with the legal requirements or the requirements of collective labor agreements if more favorable. Where no minimum wage has been set by law, suppliers are required to pay their employees in such a way as to meet the basic needs of the employees and to ensure an adequate income for this purpose.

Suppliers are also required to grant statutory benefits (e.g. social security, parental leave, annual leave and public holidays).

The application of withholding taxes on wages for disciplinary reasons, such as fines or penalties, is prohibited, except for reductions provided for by law. Suppliers are required to document such deductions in a transparent manner and with the employee's consent.

Child Labor and Young Workers

Suppliers are not allowed to hire people who have not reached the minimum age for admission to employment provided by the law of the country in which they operate and in any case below the age of 15 years or the age at which they cease their compulsory education.

In addition, the supplier must ensure that employees under the age of 18 (so-called “young workers”) do not perform hazardous work or night work, in particular they must not perform work that may interfere with education and training, or with their health and physical, mental, intellectual, moral or social development.

To this end, suppliers are required to adopt control systems that make it possible to verify the age of each employee through personal identification documents or other reliable tools to ascertain the age of the employee.

Forced Labor

No person should be hired or forced to work against their will.

In particular, any form of forced or compulsory labor intended as work or service imposed on an individual with the threat of any form of punishment or without receipt of remuneration and for which the person has not offered himself/herself on his/her own initiative is prohibited. Slavery, workers bound by debt repayment, trafficking of human beings and other forms of physical or psychological coercion are also prohibited.

Suppliers must not restrict the freedom of movement of their employees, must not retain personal identification documents but may request to deposit them in cases required by law to initiate or renew the employment relationship. In all cases, suppliers must not require a security deposit and employees must be free to terminate their employment at any time upon reasonable notice.

Discrimination

Suppliers must not discriminate in any way in the recruitment, remuneration, training, promotion, termination of employment and retirement phases based on race, caste, creed, nationality, religion, age, physical or mental disability, gender, marital status, skin color, pregnancy, social or ethnic origin, sexual orientation, political or trade union affiliation and/or any other state or personal characteristic.

Harassment and abuse

Suppliers are required to treat their employees with dignity and respect and under no circumstances can they resort to any form of abuse or harassment such as physical or psychological abuse, sexual or racial harassment, verbal harassment, physical violence, abuse of power or any other form of harassment or intimidation.

Freedom of association and collective bargaining

Suppliers are required to respect the freedom of association and collective bargaining of their employees and respect the right of association or trade union membership of their employees without interference, sanctions or retaliation. Suppliers are also encouraged to adopt a constructive attitude towards trade union activities and to ensure appropriate channels of communication when freedom of association is restricted by law.

Training and development

Suppliers are required to guarantee an adequate level of training and ability of their employees in order to guarantee the levels of quality required by the Brand. They must also provide adequate tools for developing the skills and abilities of their employees.

1.2 Principles relating to health and safety at work

Suppliers are required to provide a safe and healthy workplace for their employees that meets the regulatory requirements of practicability and safety required by local law, ensuring minimum conditions of light, ventilation, hygiene, fire prevention, emergency prevention and response devices, safety measures, first aid equipment, personal protective equipment, access to drinking water and toilets.

If suppliers offer employees dormitories and/or canteen rooms, they will be responsible for ensuring that construction and maintenance is carried out in accordance with the law and regulations in force. The dormitories and/or canteen rooms must be clean and safe and must comply with applicable health, safety and hygiene laws and the principles set forth in this

Code. Employees must have access to hot water, toilets, working heating and cooling services, and reasonable personal spaces with complete respect for privacy.

The provisions relating to the accommodation of workers must ensure freedom of movement and respect for workers' rights (prohibition of forced and child labour, working hours, regular employment relationships, health and safety) for example by ensuring adequate separation between dormitory and/or canteen areas and production and/or work areas.

Suppliers are required to proactively take all necessary measures to prevent accidents and injuries at work and to comply with all applicable health and safety laws. To this end, suppliers are required to train their employees and maintain a system of evidence and control to ensure that all employees await such courses. Suppliers are required to appoint a person in charge of health and safety.

1.3 Principles relating to environmental protection

Please refer to ANNEX 2: Charter of Values of Sustainability.

1.4 Principles relating to animal health and welfare

Suppliers are required to comply with applicable animal health and welfare laws and regulations in relation to their breeding, handling, transportation, hunting and slaughtering.

Suppliers are encouraged to implement good practices along the production chain that promote respect for animal welfare, improve and monitor animal welfare and promote compliance with the latest and most advanced scientific standards and best practices along the supply chain.

1.5 Principles relating to product safety and quality

Suppliers are required to comply with all international safety regulations applicable to the products, packaging and services provided, in particular the requirements regarding chemicals and the aesthetic, physical and mechanical characteristics of the products, in line with accepted industry standards to protect the health and safety of the consumer and the environment and the requirements set forth in the contract.

The Brand promotes a relationship of trust and transparency with its suppliers and wants to promote the traceability of its supply chain, in compliance with the principles contained in this Code. For this reason, suppliers may rely on third parties only after having received written confirmation from Yamamay. Suppliers must communicate the identity and geographical location of the sub-suppliers and structures involved and must provide, on request, information on the origin of the main raw materials used. Suppliers are required to include clauses in their agreements with subcontractors that are of the same scope as those entered into with the Brand.

1.6 Principles relating to the respect of business ethics

Legal requirements

In carrying out their activities, suppliers are required to act in accordance with applicable local, national and international regulations.

Relations with the Public Administration

Suppliers must not offer money or any other advantage of any kind to a government employee, his family or any other person related to him, either directly or through an intermediary. Likewise, they must not seek to establish personal relationships of favor, influence or intrusion with the aim of directly or indirectly influencing the activity they carry out.

Anticorruption

The Brand adopts a zero-tolerance policy on corruption and requires its suppliers to comply with the applicable regulations on the subject, as well as to adopt measures to prevent, detect and sanction significant facts in terms of corruption or trafficking of influence.

Preventing conflicts of interest

The Brand requires its suppliers to comply with applicable legislation, to report situations that appear to be in conflict of interest before entering into business relationships and to report cases in which Yamamay employees are relatives or family members able to influence the negotiation of the contract and business relationship.

Combating money laundering and terrorist financing

Suppliers are required to take the necessary measures to prevent their business from being used for money laundering

or terrorist financing.

Respect of competition

Suppliers are required to comply with applicable local competition laws, including the prohibition of abuse of dominant position and cartel practices.

Confidentiality

Suppliers are required to take all necessary measures to ensure the protection of professional secrecy and any other information that has been communicated in relation to the business relationship with the Brand even after the termination of the relationship with Inticom S.p.A./Yamamay.

Privacy protection

Suppliers are required to comply with regulatory and legislative requirements relating to the protection and safeguarding of personal data.

Customs authorities and security

Supplier activities must be carried out in accordance with applicable customs regulations, import bans and transshipment bans in the importing country.

International trade restrictions and sanctions

The Brand requires its suppliers to comply with the trade restrictions in force and to comply with the regulations relating to international sanctions (including related amendments and additions) and the regulations relating to export control.

Gifts and invitations

Suppliers are required to refrain from offering gifts or entertainment services to Yamamay employees, beyond what is considered reasonable by virtue of normal business relationships, in order to influence the Brand's decisions about the relationship.

Safeguarding of assets

Suppliers are required to safeguard the Brand's assets and resources and in particular to respect the Brand's intellectual property rights and those of third parties, and ensure that such rights are respected by subcontractors.

Public statements

Suppliers undertake to use extreme caution in public statements, including on the Internet and on social networks, in line with confidentiality and privacy regulations and to ensure that the contribution is not attributable to the Brand.

Transparency of information

The Brand does not tolerate falsification of documents or making false declarations concerning the conditions or practices adopted at the supplier and its supply chain. Suppliers are also required to provide clear and accurate information about the characteristics of the products and services they provide, the resources they use and their production sites.

Suppliers are encouraged to implement good practices along the production chain that promote respect for animal welfare, improve and monitor animal welfare and promote compliance with the latest and most advanced scientific standards and best practices along the supply chain.

2 Monitoring compliance

Suppliers and their respective subcontractors are required to allow Inticom S.p.A./Yamamay to conduct inspections, either directly or through third parties, to verify compliance with this Supplier Code of Conduct at any time during normal business hours.

The Brand reserves the right to assess the accordance with the principles of this Code and to periodically verify compliance by carrying out audits of suppliers and sub-suppliers, who are required to fully cooperate in order to report and/or remedy any deficiencies. In case of inspections, suppliers and subcontractors are required to grant the Brand full access to their facilities, premises, buildings and factories including employee accommodation or premises for staff use (e.g. canteens, restrooms) and to allow Inticom S.p.A./Yamamay staff (or third parties) to review documentation, take photographs and hold private interviews with management and employees, including staff indirectly involved in facility activities (e.g. canteen staff, security and cleaning).

To this end, suppliers are required to keep the necessary documents on site and make them available for consultation or to facilitate and request their collection and availability during the inspection if they are not available at the facility.

If, following an inspection, one or more non-compliance are found, the Brand reserves the right to terminate the contractual relationship with the supplier with immediate effect, or alternatively to request corrective measures to be taken within a reasonable period of time. Inticom S.p.A./Yamamay reserves the right to terminate the contractual relationship if there are unjustified delays or omissions in the adoption of corrective measures.

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Charter of Values of Sustainability

ver. 07-2022

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FORTHEFUTURE

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Premise

Yamamay is an Italian leader in the production and distribution of underwear, sleepwear, and beachwear. Founded in 2001, the brand is the epitome of natural youthfulness; an expression of a cheerful and colorful world wherein production innovation and attention to detail are key. Comfort and innovation are at the heart of all the products, as Yamamay continues to occupy a market space that delivers naturally feminine products destined to last a lifetime. The brand considers itself to be bra specialist, and it constantly works to improve their aesthetic characteristics, comfort, and performance. We create and design in compliance with the principles of eco design; primarily about the importance of beautiful and functional products which have a reduced impact on people and the environment. To open up transparently to all our stakeholders, we have decided to voluntarily publish the Sustainability Report starting from 2019. We are determined to provide the best possible service to guarantee an engaging customer experience, destined to foster a genuine relationship between people, our world, and our products.

Yamamay has always been ready for and responsive to change. Over time, various initiatives have been launched in the area of Corporate Social Responsibility and Sustainability, focusing in particular on the product and staff development. At the beginning of 2020, a new Governance structure was defined with the appointment of a Sustainability Manager, a Sustainability Committee and the attribution of specific responsibilities to the Board of Directors on these issues. The Sustainability Charter and the Sustainability Plan, which define priority areas for intervention, were drawn up. In order to achieve comprehensive responsible business management, certain governance models were implemented, such as Corporate Governance and Codes of Ethics and Values. The ultimate goal is to arrive at the creation of sustainable value by means of the Sustainability Plan and the Materiality Matrix, drawn up with the contribution of all stakeholders, as well as the Sustainability Report.

First and foremost TRUST, which means working together and listening in order to create positive, sustainable results, respecting diversity. Then comes PASSION in order to work with motivation and a sense of responsibility in compliance with the objectives and with the desire to be the best on the market. Very important is RESPECT putting people at ease and promoting their wellbeing in order to create a family-like environment, taking everyone's needs into consideration. With INTEGRITY to ensure that behaviour is always ethical and transparent when it comes to every decision taken on a day-to-day basis. For Yamamay, CREATIVITY and INNOVATION mean operating with imagination, originality and a positive spirit in everyday activities, giving great value to product innovation. These are the six values underpinning the Yamamay corporate policy.

Yamamay is aware of the importance of commitments undertaken towards the market and existing legislation, in order to share and communicate their sustainability values and principles and drawn up this "Sustainable Supply Chain Charter of Values" (hereafter Charter of Values) for all partners they work with.

Yamamay undertakes to:

- give priority to: ethics, legality, transparency, anti corruption and respect for the environment, people and human rights;
- involve their supply chain in applying current and future initiatives;
- communicate and report their initiatives in a correct, complete and transparent way;
- promote awareness and training on the theme of sustainability to their employees and as much as possible to their suppliers and the local communities they operate in;

For Yamamay it is fundamental that all the different entities (direct suppliers, distributors, sub- contractors...) they work with directly and indirectly to produce their articles share the same principles and practices to ensure sustainable production and carry on valuable partnerships – in addition to merely complying with national and international legislation – in matters relating to workers' rights, the environment and health and safety.

This document describes the fundamental values that Yamamay have decided to implement in their sustainability strategy and requires that their partners and suppliers comply with and defend to implement the joint project of sustainable production. For this reason we ask that the document is signed by Suppliers as formal proof of their commitment to operate in accordance with the requirements described herein, in the way they are applicable to their business context.

1 TRACE – Process traceability and supply chain monitoring

Inticom S.p.A./Yamamay requires their suppliers to manage the traceability information of their production and supply chain as well as the origin of the raw materials used. Traceability information must document identification and the traceability of production lots of all components/materials in the various phases of transformation.

With a view to extending responsibility to the supply chain Suppliers are also required to evaluate their supply chain on the basis of the social and environmental requirements shared in this document and to monitor the activities and improvements made over time (using audits and/or remote support) in a structured way.

2 PEOPLE – Growth of organisational health and social responsibility

Please refer to ANNEX 4: Supplier Code of Conduct.

3 PLANET – Conscious use of resources to reduce environmental impact

Inticom S.p.A./Yamamay aims to reduce the environmental impact deriving from their business and that of their supply chain.

To this end Suppliers undertake to comply with international, transnational and national laws on matters relating to the environment by obtaining the permits required by current legislation (e.g. authorisation for atmospheric emissions, discharge authorisation etc.) and implement adequate waste management practices. Suppliers also undertake to monitor their consumption and emissions, to evaluate policies and practices to reduce the same in compliance with the joint commitment to fight climate change and reduce the relative environmental impact.

4 CHEM - Eliminating toxic and dangerous chemical substances from production processes

Inticom S.p.A./Yamamay is aware that one of the most significant impacts related to their production activity is due to chemical substances used in their processing cycles. To this end Suppliers are asked to progressively eliminate chemical substances that are toxic and dangerous to humans and the environment from their production processes (internal and/or external), by applying a risk assessment and management system in line with the ZDHC programme (<https://www.roadmapzero.com>).

Suppliers are required to evaluate whether to adopt MRSL ZDHC implementation protocols, such as for example 4sustainability® (www.4sustainability.it), Bluesign®, Leather Working Group (LWG) or others to show the implementation level of the steps they have taken to eliminate toxic and dangerous substances in their production cycles.

5 MATERIALS – Converting to the use of lower impact materials for sustainable production

Inticom S.p.A./Yamamay, aware of the social and environmental impact related to extracting raw materials aims to gradually introduce fibres and materials with sustainable characteristics into their production cycle.

Suppliers are requested, where possible to procure raw materials from suppliers that comply with social and environmental responsibility requirements in line with this Charter of Values and acquire certifications or trademarks.

(If cotton) Inticom S.p.A./Yamamay requests Suppliers to join the Better Cotton Initiative in order to create an increasingly less polluting supply chain while supporting farming communities socially, environmentally and economically. Other programs can be implemented along with Better Cotton such as GOTS, OCS and other certified cotton.

(If protein fibres) Within the scope of the services supplied Suppliers will undertake to procure raw materials of animal origin from farms that ensure the highest standards of animal welfare in compliance with relevant legislation and national rules relating to origin. Suppliers are required to select suppliers that apply “good farming” practices, that do not implement any type of cruelty or mistreatment towards the same in accordance with principles expressed in the 5 freedoms of animal welfare: (<https://webarchive.nationalarchives.gov.uk/20121010012427/http://www.fawc.org.uk/freedoms.htm>).

In line with principles of animal welfare, suppliers are required to purchase RWS, GOTS, ZQ, Nativa, RFA, etc. certified protein fibres.

(If artificial cellulosic fibres) Suppliers are required to limit the impact on forests by preserving above all those at risk of extinction. For this reason Suppliers are required to purchase artificial cellulosic fibres that are FSC (Forest Stewardship Council) or PEFC (Programme for the Endorsement of Forest Certification certified), or any other certified fibres.

(If recycled Raw Materials) Suppliers are required to favour the procurement of GRS (Global Recycle Standard) and/or RCS (Recycled Content Standard) certified raw materials of recycled pre/post-consumer origin.

In the event of a need for certified raw materials/processes the purchasing department will provide suppliers information relating to the agreed methods and timing and will ask for the relative documentation / transaction certificates (TC).

(If packaging) Suppliers are required to favour the use of primary and secondary packaging with special attention to sustainability, for example:

- packaging made from recycled/reused plastic (e.g. plastic wrapping, thin plastic)
- paper and cardboard made from recycled material and/or FSC/PEFC certified
- reusing packaging where possible (e.g. pallets)
- packaging without any toxic or dangerous chemical substances (e.g. phthalate plastics /PVC- free)

(If metal components) Suppliers are required to favour the use of metal components with certified origins such as for example RJC COP, RJC CoC, Fair Trade and Fair Mined. Suppliers undertake, where possible to procure raw materials with certified origins or to trace the origin of these metals ensuring that they come from suppliers that comply with current national and international legislation on matters relating to workers' rights, the environment and health and safety.

6 RECYCLE – Developing practices to reuse, recycle and sustainable design

Inticom S.p.A./Yamamay favours and supports Suppliers that implement structured practices and projects for a progressive transition towards a circular economy model that have the fundamental aims of minimising waste by developing practices to recycle and reuse as well as constantly applying practices of sustainable design in product development. For this reason Suppliers are invited to share information relating to any ongoing projects and evaluate any possible future partnerships.

Breach of the Charter of Values

Inticom S.p.A./Yamamay requires their Suppliers to comply with the minimum requirements for compliance with the law and existing legislation with relation to social and environmental responsibility and undertake to comply with the voluntary requirements and standards expressed in the previous points.

Remote assessment

Inticom S.p.A./Yamamay reserves the right to monitor their supply chain by sending self-assessment questionnaires. Yamamay has chosen to use the 4sustainability® assessment with the aim of collecting evidence and more detailed information on the activities carried out by Suppliers in relation to the requirements described in this Charter, as well as to promote an increasingly transparent policy inside their supply chain. This activity of collecting evidence and information via self-assessment is always carried out in full compliance with respect for the data confidentiality and attention to intellectual property of all suppliers.

On-site audits

Inticom S.p.A./Yamamay reserves the right to check and confirm compliance with the requirements outlined in this document by carrying out on-site audits at the Suppliers' premises by their own personnel or third-parties appointed by them. Suppliers must keep track of documentation necessary to demonstrate their compliance with this Charter of Values and must be available to receive check-up visits and provide the necessary proof to the people carrying out the audits. Suppliers also undertake to implement any corrective action that may be identified following the audits.

This Charter of Values for suppliers is currently in force in its first version approved in July 2022. By signing this document Suppliers undertake to respect all principles as outlined herein.

Signing this document means signing the "Charter of Values version 07-2022" described in the previous points.

Suppliers will return this document signed and sealed within 30 days of receiving it.

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