UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the

Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
March 21, 2014

PVH CORP.

(Exact name of registrant as specified in its charter)

Delaware	001-07572	13-1166910
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

200 Madison Avenue, New York, New York	10016
(Address of Principal Executive Offices)	(Zip Code)

Registrant’s telephone number, including area code (212)-381-3500

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry Into a Material Definitive Agreement; Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On March 21, 2014, PVH Corp. (the “Company”) entered into an amendment (the “Amendment”) to its existing senior secured credit facility that it had entered into on February 13, 2013 (the “Original Credit Facility” and as amended by the Amendment, the “Amended and Restated Credit Facility”).

Among other things, the Amendment provides for an additional $350,000,000 principal amount of tranche A term loans and an additional $250,000,000 principal amount of tranche B term loans and extends the maturity of the tranche A term loans and the revolving loan facilities from February 13, 2018 to February 13, 2019. The maturity of the tranche B term loans remains February 13, 2020.

On March 21, 2014 (the “Restatement Date”), the Company borrowed the additional $350,000,000 principal amount of tranche A term loans and the additional $250,000,000 principal amount of tranche B term loans made available pursuant to the Amendment and the Amended and Restated Credit Facility.

The following is a description of the material terms of the Amended and Restated Credit Facility:

The Amended and Restated Credit Facility consists of a $1,986,250,000 U.S. Dollar-denominated term loan A facility (the “TLA Facility”), a $1,188,562,500 U.S. Dollar-denominated term loan B facility (the “TLB Facility” and together with the TLA Facility, the “TL Facilities”) and senior secured revolving credit facilities consisting of (a) a $475,000,000 U.S. Dollar denominated revolving credit facility (the “U.S. Revolving Credit Facility”), (b) a $25,000,000 U.S. Dollar denominated revolving credit facility available in U.S. Dollars or Canadian Dollars (the “Canadian Revolving Credit Facility”) and (c) a €185,850,000 Euro denominated revolving credit facility available in Euro, Pounds Sterling, Japanese Yen and Swiss Francs (the “European Revolving Credit Facility”, and together with the U.S. Revolving Credit Facility and the Canadian Revolving Credit Facility, the “Revolving Credit Facilities”). The Company is the borrower under the TL Facilities, the U.S. Revolving Credit Facility and the Canadian Revolving Credit Facility. PVH B.V., a wholly owned subsidiary of the Company (the “European Borrower”), is the borrower under the European Revolving Credit Facility.

The Company has fully drawn the TL Facilities. The Revolving Credit Facilities include amounts available for letters of credit. A portion of each of the U.S. Revolving Credit Facility and Canadian Revolving Credit Facility is also available for the making of swingline loans. The issuance of such letters of credit and the making of any swingline loan reduces the amount available under the applicable Revolving Credit Facility. So long as certain conditions are satisfied, the Company may add one or more term loan facilities or increase the commitments under the Revolving Credit Facilities by an aggregate amount not to exceed the sum of (1) the sum of (x) $1,350,000,000 plus (y) the aggregate amount of all voluntary prepayments of loans under the TL Facilities and the Revolving Credit Facilities (to the extent, in the case of voluntary prepayments of loans under the Revolving Credit Facilities, there is an equivalent permanent reduction of the revolving commitments) plus (z) an amount equal to the aggregate revolving commitments of any defaulting lender (to the extent the commitments with respect thereto have been terminated) and (2) an additional unlimited amount as long as the ratio of the Company’s senior secured net debt to consolidated adjusted EBITDA (in each case calculated as set forth in the documentation relating to the Amended and Restated Credit Facility) would not exceed 3.00:1.00 after giving pro forma effect to the incurrence of such increase. The lenders under the Amended and Restated Credit Facility are not required to provide commitments with respect to such additional facilities or increased commitments.

Obligations of the Company under the Amended and Restated Credit Facility are guaranteed by substantially all of the Company’s existing and future direct and indirect United States subsidiaries, with certain exceptions. Obligations of the European Borrower under the Amended and Restated Credit Facility are guaranteed by the Company, substantially all of its existing and future direct and indirect United States subsidiaries (with certain exceptions) and Tommy Hilfiger Europe B.V., a wholly owned subsidiary of the Company. The Company and its domestic subsidiary guarantors have pledged certain of their assets as security for the obligations under the Amended and Restated Credit Facility.

The TLA Facility and the Revolving Credit Facilities will mature on February 13, 2019; the TLB Facility will mature on February 13, 2020. The terms of the TLA Facility require the Company to repay quarterly amounts outstanding under such facility, commencing with the quarter ending June 30, 2014. Such amounts will equal 5.00% per annum of the principal amount outstanding on the Restatement Date for the first eight full calendar quarters following the Restatement Date, 7.50% per annum of the principal amount for the four quarters thereafter and 10.00% per annum of the principal amount for the remaining quarters, in each case paid in equal installments and in each case subject to certain customary adjustments, with the balance due on the maturity date of the TLA Facility. The terms of the TLB Facility require the Company to repay the outstanding principal amount thereof on the maturity date of the TLB Facility. (As of the Restatement Date, the Company had, through voluntary and mandatory prepayments of amounts outstanding under the TLB Facility prior to the Restatement Date, reduced the required quarterly principal payments under the TLB Facility set forth in the Original Credit Facility such that the only remaining payment is the outstanding principal amount of the TLB Facility on the maturity date of the TLB Facility.)

The outstanding borrowings under the Amended and Restated Credit Facility are prepayable at any time without penalty (other than customary breakage costs and, solely with respect to the TLB Facility, any prepayment in connection with a Repricing Event (as defined in the Amended and Restated Credit Facility) that is consummated on or prior to the six-month anniversary of the Restatement Date). The terms of the Amended and Restated Credit Facility require the Company to repay certain amounts outstanding thereunder with (a) net cash proceeds of the incurrence of certain indebtedness, (b) net cash proceeds of certain asset sales or other dispositions (including as a result of casualty or condemnation) that exceed certain thresholds, to the extent such proceeds are not reinvested or committed to be reinvested in the business in accordance with customary reinvestment provisions, and (c) a percentage of excess cash flow, which percentage is based upon the Company’s net leverage ratio during the relevant fiscal period.

The United States Dollar-denominated borrowings under the Amended and Restated Credit Facility bear interest at a rate equal to an applicable margin plus, as determined at the Company’s option, either (a) a base rate determined by reference to the greater of (i) the prime rate, (ii) the United States federal funds rate plus 1/2 of 1.00% and (iii) a one-month adjusted Eurocurrency rate plus 1.00% (provided, that, with respect to the TLB Facility, in no event will the base rate be deemed to be less than 1.75%) or (b) an adjusted Eurocurrency rate, calculated in a manner set forth in the Amended and Restated Credit Facility (provided, that, with respect to the TLB Facility, in no event will the adjusted Eurocurrency rate be deemed to be less than 0.75%).

Canadian Dollar-denominated borrowings under the Amended and Restated Credit Facility bear interest at a rate equal to an applicable margin plus, as determined at the Company’s option, either (a) a Canadian prime rate determined by reference to the greater of (i) the rate of interest per annum that Royal Bank of Canada establishes at its main office in Toronto, Ontario as the reference rate of interest in order to determine interest rates for loans in Canadian Dollars to its Canadian borrowers and (ii) the sum of (x) the average of the rates per annum for Canadian Dollar bankers’ acceptances having a term of one month that appears on the display referred to as “CDOR Page” of Reuters Monitor Money Rate Services as of 10:00 a.m. (Toronto time) on the date of determination, as reported by the administrative agent (and if such screen is not available, any successor or similar service as may be selected by the administrative agent), and (y) 0.75%, or (b) an adjusted Eurocurrency rate, calculated in a manner set forth in the Amended and Restated Credit Facility.

The borrowings under the Amended and Restated Credit Facility in currencies other than United States Dollars or Canadian Dollars bear interest at a rate equal to an applicable margin plus an adjusted Eurocurrency rate, calculated in a manner set forth in the Amended and Restated Credit Facility.

The initial applicable margin with respect to the TLA Facility and each Revolving Credit Facility will be 1.75% for adjusted Eurocurrency rate loans and 0.75% for base rate loans, respectively. The initial applicable margin with respect to the TLB Facility will be 2.50% for adjusted Eurocurrency rate loans and 1.50% for base rate loans, respectively. After the date of delivery of the compliance certificate and financial statements with respect to the Company's fiscal quarter in which the Amendment occurs (*i.e.*, the Company's fiscal quarter ending May 4, 2014), the applicable margin for borrowings under the TLA Facility, the TLB Facility and the Revolving Credit Facilities will be subject to adjustment based upon the Company's net leverage ratio.

The Amended and Restated Credit Facility requires the Company to comply with customary affirmative, negative and financial covenants. The Amended and Restated Credit Facility requires the Company to maintain a minimum interest coverage ratio and a maximum net leverage ratio. The method of calculating all of the components used in such financial covenants is set forth in the Amended and Restated Credit Facility.

The Amended and Restated Credit Facility contains customary events of default, including but not limited to nonpayment; material inaccuracy of representations and warranties; violations of covenants; certain bankruptcies and liquidations; cross-default to material indebtedness; certain material judgments; certain events related to the Employee Retirement Income Security Act of 1974, as amended; certain events related to certain of the guarantees by the Company and certain of its subsidiaries, and certain pledges of its assets and those of certain of its subsidiaries, as security for the obligations under the Amended and Restated Credit Facility; and a change in control (as defined in the Amended and Restated Credit Facility).

A copy of this press release announcing the entering into of the Amendment and the redemption of notes discussed below is attached as Exhibit 99.1 to this report.

Item 1.02 Termination of a Material Definitive Agreement.

On March 24, 2014, the Company redeemed all of its outstanding 7.375% senior notes due May 15, 2020 (the "Notes"), representing an aggregate principal amount of $600,000,000. The redemption price of the Notes was 111.272% of the outstanding aggregate principal amount, plus accrued and unpaid interest thereon to, but not including, the redemption date. The Notes were issued and the redemption was effected pursuant to the provisions of the Indenture, dated as of May 6, 2010, between the Company and U.S. National Bank Association, as trustee, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
99.1	Press Release, issued by PVH Corp. on March 24, 2014.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PVH CORP.

By: /s/ Mark D. Fischer

Mark D. Fischer
Executive Vice President

Date: March 24, 2014

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
99.1	Press Release issued by PVH Corp. on March 24, 2014.

EXHIBIT 99.1

PVH CORP.
200 MADISON AVENUE
NEW YORK, NY 10016

FOR IMMEDIATE RELEASE:
March 24, 2014

Contact: **Dana Perlman**
Treasurer and Senior Vice President, Business Development and Investor Relations
(212) 381-3502
investorrelations@pvh.com

PVH CORP. ANNOUNCES THE CLOSING OF ITS AMENDED AND RESTATED SENIOR CREDIT FACILITIES AND REDEMPTION OF ITS 7.375% SENIOR NOTES DUE 2020

New York, NY – PVH Corp. [NYSE: PVH] today announced that it had redeemed all of the $600 million of its 7.375% Senior Notes due 2020 using the proceeds of new term loans incurred under the amended credit facility (along with certain cash on hand) on which it has now closed. The Company had announced in late February that it had entered into discussions to amend the credit facility it had entered into in February 2013 and delivered a Conditional Notice of Redemption for the Senior Notes.

The amended credit facility provides reduced borrowing spreads, as well as additional covenant flexibility. The full benefit of the reduction in borrowing spreads and fees may not be realized, as the Company currently intends to enter into contracts to swap a portion of its variable rate debt into fixed rate debt for the purpose of reducing its exposure to interest rate volatility. The amended credit facility extends the maturity of the Term Loan A facilities and the revolving loan facilities from February 2018 to February 2019. The maturity of the Term Loan B facilities remains in February 2020.

The amended credit facility consists of a U.S. Dollar-denominated term loan facility in an aggregated amount of approximately $3.17 billion and senior secured revolving credit facilities in the aggregate amount of approximately $750 million (including a U.S. Dollar facility and two multi-currency facilities).

PVH Corp., one of the world's largest apparel companies, owns and markets the iconic *Calvin Klein* and *Tommy Hilfiger* brands worldwide. It is the world's largest shirt and neckwear company and markets a variety of goods under its own brands, *Calvin Klein, Tommy Hilfiger, Van Heusen, IZOD, ARROW, Warner's* and *Olga*, and its licensed brands, including *Speedo, Geoffrey Beene, Kenneth Cole New York, Kenneth Cole Reaction, MICHAEL Michael Kors, Sean John, Chaps, Donald J. Trump Signature Collection, JOE Joseph Abboud, DKNY, Ike Behar* and *John Varvatos*.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: Forward-looking statements in this press release, including, without limitation, statements relating to interest savings and expectations are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that such forward-looking statements are inherently subject to risks and uncertainties, many of which cannot be predicted with accuracy, and some of which might not be anticipated, including, without limitation, the following: (i) the Company's plans, strategies, objectives, expectations and intentions are subject to change at any time at the discretion of the Company; (ii) the Company may be considered to be highly leveraged and will have to use a significant portion of its cash flows to service such indebtedness, as a result of which the Company might not have sufficient funds to operate its businesses in the manner it intends or has operated in the past; (iii) the levels of sales of the Company's apparel, footwear and related products, both to its wholesale customers and in its retail stores, the levels of sales of the Company's licensees at wholesale and retail, and the extent of discounts and promotional pricing in which the Company and its licensees and other business partners are required to engage, all of which can be affected by weather conditions, changes in the economy, fuel prices, reductions in travel, fashion trends, consolidations, repositionings and bankruptcies in the retail industries, repositionings of brands by the Company's licensors and other factors; (iv) the Company's plans and results of operations will be affected by the Company's ability to manage its growth and inventory, including the Company's ability to realize benefits from its acquisition of The Warnaco Group, Inc. ("Warnaco"); (v) the Company's operations and results could be affected by quota restrictions and the imposition of safeguard controls (which, among other things, could limit the Company's ability to produce products in cost-effective countries that have the labor and technical expertise needed), the availability and cost of raw materials, the Company's ability to adjust timely to changes in trade regulations and the migration and development of manufacturers (which can affect where the Company's products can best be produced), changes in available factory and shipping capacity, wage and shipping cost escalation, and civil conflict, war or terrorist acts, the threat of any of the foregoing, or political and labor instability in any of the countries where the Company's or its licensees' or other business partners' products are sold, produced or are planned to be sold or produced; (vi) disease epidemics and health related concerns, which could result in closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas, as well as reduced consumer traffic and purchasing, as consumers become ill or limit or cease shopping in order to avoid exposure; (vii) acquisitions and issues arising with acquisitions and proposed transactions, including, without limitation, the ability to integrate an acquired entity, such as Warnaco, into the Company with no substantial adverse effect on the acquired entity's or the Company's existing operations, employee relationships, vendor relationships, customer relationships or financial performance; (viii) the failure of the Company's licensees to market successfully licensed products or to preserve the value of the Company's brands, or their misuse of the Company's brands; and (ix) other risks and uncertainties indicated from time to time in the Company's filings with the Securities and Exchange Commission ("SEC").

The Company does not undertake any obligation to update publicly any forward-looking statement, including, without limitation, any estimate regarding revenue or earnings, whether as a result of the receipt of new information, future events or otherwise.