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)
May 19, 2016

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 May 19, 2016, PVH Corp. (the "Company") entered into an amendment (the "Amendment") to its existing senior secured credit facility that it had entered into on March 21, 2014 (the "Old Credit Facility" and, as amended by the Amendment, the "Amended Credit Facility").

Among other things, the Amendment provides for an additional approximately $582,000,000 principal amount of tranche A term loans, the repayment of all outstanding tranche B term loans and the termination of the tranche B term loan facility. In addition, the maturities of the tranche A term loans and the revolving loan facilities are extended under the Amendment from February 13, 2019 to May 19, 2021.

On May 19, 2016 (the "Amendment Date"), the Company borrowed the additional approximately $582,000,000 principal amount of tranche A term loans made available pursuant to the Amendment and the Amended Credit Facility and used the proceeds of such borrowing, along with cash on hand, to repay the outstanding tranche B term loans borrowed under the Old Credit Facility.

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

The Amended Credit Facility consists of a $2,347,380,000 U.S. dollar-denominated term loan A facility (the "TLA Facility") 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 TLA Facility, 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 TLA Facility. 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 TLA Facility 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 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 Credit Facility are not required to provide commitments with respect to such additional facilities or increased commitments.

Obligations of the Company under the Amended 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 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 Credit Facility.

The TLA Facility and the Revolving Credit Facilities will mature on May 19, 2021. The terms of the TLA Facility require the Company to repay quarterly amounts outstanding under such facility, commencing with the quarter ending June 30, 2016. Such amounts will equal 5.00% per annum of the principal amount outstanding on the Amendment Date for the first eight calendar quarters following the Amendment 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 outstanding borrowings under the Amended Credit Facility are prepayable at any time without penalty (other than customary breakage costs). The terms of the Amended 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 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% or (b) an adjusted Eurocurrency rate, calculated in a manner set forth in the Amended Credit Facility.

Canadian dollar-denominated borrowings under the Amended 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 Credit Facility.

The borrowings under the Amended 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 Credit Facility.

The initial applicable margin with respect to the TLA Facility and each Revolving Credit Facility will be 1.50% for adjusted Eurocurrency rate loans and 0.50% 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 July 31, 2016), the applicable margin for borrowings under the TLA Facility will be subject to adjustment based upon the Company's net leverage ratio.

The Amended Credit Facility requires the Company to comply with customary affirmative, negative and financial covenants. The Amended 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 Credit Facility.

The Amended 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 Credit Facility; and a change in control (as defined in the Amended Credit Facility).

A copy of this press release announcing the entering into of the Amendment is attached as Exhibit 99.1 to this report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
99.1	Press Release, issued by PVH Corp. on May 19, 2016.

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: May 20, 2016

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
99.1	Press Release issued by PVH Corp. on May 19, 2016.

EXHIBIT 99.1

PVH CORP.
200 MADISON AVENUE
NEW YORK, NY 10016

FOR IMMEDIATE RELEASE:
May 19, 2016

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

PVH CORP. ANNOUNCES
AMENDMENT OF SENIOR CREDIT FACILITIES

New York, NY – PVH Corp. [NYSE: PVH] today announced that it has amended its credit facilities and repaid all of its approximately $582 million principal amount of outstanding Term Loan B loans (and terminated the Term Loan B facility) using the proceeds from an incremental Term Loan A borrowing under the amended facilities along with cash on hand.

The amended credit facilities provide for additional covenant flexibility and the transaction will result in overall lower interest expense. The maturity of the Term Loan A facility and the revolving credit facilities has been extended from February 2019 to May 2021. As amended, the facilities provide for a U.S. dollar-denominated Term Loan A facility in a principal amount of approximately $2.35 billion and senior secured revolving credit facilities with availability in an aggregate amount of approximately $710 million (including a U.S. dollar facility and two multi-currency facilities).

With a heritage going back over 130 years, PVH Corp. has excelled at growing brands and businesses with rich American heritages, becoming one of the largest apparel companies in the world. We have over 30,000 associates operating in over 40 countries with over $8 billion in 2015 revenues. We own the iconic *Calvin Klein, Tommy Hilfiger, Van Heusen, IZOD, ARROW*, *Speedo*, Warner's* and *Olga* brands and market a variety of goods under these and other nationally and internationally known owned and licensed brands.
*The *Speedo* brand is licensed for North America and the Caribbean in perpetuity from Speedo International, Ltd.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: Forward-looking statements made in this press release, including, without limitation, statements relating to interest rates and savings with respect to the Company's credit facilities, 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 its 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; and (iii) other risks and uncertainties indicated from time to time in the Company's filings with the Securities and Exchange Commission. The Company does not undertake any obligation to update publicly any forward-looking statement, including, without limitation, any statements relating to interest rates and savings, whether as a result of the receipt of new information, future events or otherwise.