SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended April 1, 2006

Commission file number: 1-5256

V. F. CORPORATION
(Exact name of registrant as specified in its charter)

Pennsylvania	**23-1180120**
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification number)

105 Corporate Center Boulevard
Greensboro, North Carolina 27408
(Address of principal executive offices)

(336) 424-6000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. YES ☑ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Securities and Exchange Act of 1934. (check one):
Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities and Exchange Act of 1934). YES ☐ NO ☑

On April 29, 2006, there were 109,767,333 shares of the registrant's Common Stock outstanding.

VF CORPORATION

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Part I — Financial Information

Item 1 — Financial Statements (Unaudited)

VF CORPORATION

Consolidated Statements of Income
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended March 2006	Three Months Ended March 2005*
Net Sales	$ 1,646,405	$ 1,563,643
Royalty Income	19,328	18,542
Total Revenues	1,665,733	1,582,185
Costs and Operating Expenses		
Cost of goods sold	964,558	915,564
Marketing, administrative and general expenses	498,228	480,115
	1,462,786	1,395,679
Operating Income	202,947	186,506
Other Income (Expense)		
Interest income	1,418	3,016
Interest expense	(12,690)	(18,674)
Miscellaneous, net	882	119
	(10,390)	(15,539)
Income Before Income Taxes and Cumulative Effect of a Change in Accounting Policy	192,557	170,967
Income Taxes	64,372	56,281
Income Before Cumulative Effect of a Change in Accounting Policy	128,185	114,686
Cumulative Effect of a Change in Accounting Policy	—	(11,833)
Net Income	$ 128,185	$ 102,853
Earnings Per Common Share — Basic		
Income before cumulative effect of a change in accounting policy	$ 1.16	$ 1.02
Cumulative effect of a change in accounting policy	—	(0.11)
Net income	1.16	0.92
Earnings Per Common Share — Diluted		
Income before cumulative effect of a change in accounting policy	$ 1.14	$ 1.00
Cumulative effect of a change in accounting policy	—	(0.10)
Net income	1.14	0.89
Weighted Average Shares Outstanding		
Basic	109,854	111,761
Diluted	112,339	114,993
Cash Dividends Per Common Share	$ 0.29	$ 0.27

* See Note A.

See notes to consolidated financial statements.

VF CORPORATION

Consolidated Balance Sheets
(Unaudited)
(In thousands, except share amounts)

	March 2006	December 2005	March 2005*
ASSETS			
Current Assets			
Cash and equivalents	$ 154,014	$ 296,557	$ 365,864
Accounts receivable, less allowances for doubtful accounts of: March 2006 — $53,534; Dec. 2005 — $55,328; March 2005 — $62,762	937,666	764,184	844,009
Inventories:			
Finished products	828,146	853,309	757,384
Work in process	88,807	86,568	104,775
Materials and supplies	131,345	141,203	125,578
	1,048,298	1,081,080	987,737
Other current assets	212,425	223,555	156,347
Total current assets	2,352,403	2,365,376	2,353,957
Property, Plant and Equipment	1,601,435	1,551,411	1,544,786
Less accumulated depreciation	987,734	987,356	972,382
	613,701	564,055	572,404
Intangible Assets	740,932	744,313	653,574
Goodwill	1,097,797	1,097,037	1,028,235
Other Assets	414,264	400,290	411,499
	$ 5,219,097	$ 5,171,071	$ 5,019,669
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current Liabilities			
Short-term borrowings	$ 213,049	$ 138,956	$ 37,852
Current portion of long-term debt	34,938	33,956	401,563
Accounts payable	346,821	451,900	319,010
Accrued liabilities	490,249	527,331	486,755
Total current liabilities	1,085,057	1,152,143	1,245,180
Long-term Debt	689,319	647,728	558,863
Other Liabilities	571,378	539,661	547,578
Commitments and Contingencies			
Redeemable Preferred Stock	22,497	23,326	24,935
Common Stockholders' Equity			
Common Stock, stated value $1; shares authorized, 300,000,000; shares outstanding: March 2006 — 109,276,579; Dec. 2005 — 110,107,854; March 2005 — 111,830,436	109,277	110,108	111,830
Additional paid-in capital	1,302,085	1,277,486	1,199,976
Accumulated other comprehensive income (loss)	(186,975)	(164,802)	(110,062)
Retained earnings	1,626,459	1,585,421	1,441,369
Total common stockholders' equity	2,850,846	2,808,213	2,643,113
	$ 5,219,097	$ 5,171,071	$ 5,019,669

* See Note A.

See notes to consolidated financial statements.

VF CORPORATION

Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Three Months Ended March 2006	Three Months Ended March 2005*
Operating Activities		
Net income	$ 128,185	$ 102,853
Adjustments to reconcile net income to cash used by operating activities:		
Cumulative effect of a change in accounting policy	—	11,833
Depreciation	23,455	22,199
Amortization of intangible assets	4,018	3,696
Other amortization	4,237	4,100
Stock-based compensation	18,725	17,229
Provision for doubtful accounts	980	4,524
Pension funding in excess of expense	(64,055)	(44,739)
Other, net	796	(917)
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(174,738)	(100,070)
Inventories	32,955	(10,106)
Accounts payable	(105,042)	(52,157)
Accrued liabilities and other	23,457	11,802
Cash used by operating activities	(107,027)	(29,753)
Investing Activities		
Capital expenditures	(23,684)	(29,229)
Business acquisitions, net of cash acquired	(1,225)	(23,817)
Software purchases	(5,405)	(5,964)
Other, net	5,085	4,410
Cash used by investing activities	(25,229)	(54,600)
Financing Activities		
Increase (decrease) in short-term borrowings	73,461	(4,751)
Payments on long-term debt	(488)	(531)
Purchase of Common Stock	(55,365)	(59,073)
Cash dividends paid	(32,252)	(30,801)
Proceeds from issuance of Common Stock	3,839	54,373
Tax benefits of stock option exercises	751	9,610
Cash used by financing activities	(10,054)	(31,173)
Effect of Foreign Currency Rate Changes on Cash	(233)	(4,117)
Net Change in Cash and Equivalents	(142,543)	(119,643)
Cash and Equivalents — Beginning of Year	296,557	485,507
Cash and Equivalents — End of Period	$ 154,014	$ 365,864

* See Note A.

See notes to consolidated financial statements.

VF CORPORATION

Notes to Consolidated Financial Statements
(Unaudited)

Note A — Basis of Presentation

VF Corporation and its consolidated subsidiaries ("VF") operate and report using a 52/53 week fiscal year ending on the Saturday closest to December 31 of each year. Similarly, the fiscal first quarter ends on the Saturday closest to March 31. For presentation purposes herein, all references to periods ended March 2006, December 2005 and March 2005 relate to the fiscal periods ended on April 1, 2006, December 31, 2005 and April 2, 2005, respectively.

The accompanying unaudited consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and notes required by accounting principles generally accepted in the United States for complete financial statements. Similarly, the December 2005 consolidated balance sheet was derived from audited financial statements but does not include all disclosures required by generally accepted accounting principles. In the opinion of management, the accompanying unaudited consolidated financial statements contain all normal and recurring adjustments necessary to make a fair statement of the consolidated financial position, results of operations and cash flows of VF for the interim periods presented. Operating results for the three months ended March 2006 are not necessarily indicative of results that may be expected for any other interim period or for the year ending December 30, 2006. For further information, refer to the consolidated financial statements and notes included in VF's Annual Report on Form 10-K for the year ended December 2005 ("2005 Form 10-K").

During the fourth quarter of 2005, VF elected to early adopt FASB Statement No. 123 (Revised), *Share-Based Payment*, effective as of the beginning of 2005 using the modified retrospective method. Under this method of adoption, VF restated its 2005 interim financial statements as follows: (i) recorded in the first quarter a noncash charge as the Cumulative Effect of a Change in Accounting Policy for periods prior to January 2005, (ii) restated its operating results, including segment information, for each quarter of 2005 to recognize compensation cost for grants of stock options and other stock-based compensation, (iii) reclassified accrued stock-based compensation from Current Liabilities to Common Stockholders' Equity in the Consolidated Balance Sheets and (iv) reclassified the tax benefits from the exercise of stock options from operating activities to financing activities in the Consolidated Statements of Cash Flows.

Beginning in the fourth quarter of 2005, Royalty Income was classified as a separate component of Total Revenues, with related expenses classified in Marketing, Administrative and General Expenses.

Note B — Stock-based Compensation

During the first quarter of 2006, VF granted options for 2,585,400 shares of Common Stock at an exercise price of $56.80 equal to the market value of VF Common Stock on the date of grant. The options vest in equal annual installments over a three year period. The fair value of these options was estimated using a lattice valuation model for employee groups having similar exercise behaviors, with the following assumptions: expected volatility ranging from 19% to 30%, with a weighted average of 22%; expected term of 4.7 to 7.5 years; expected dividend yield of 1.9%; and risk-free interest rate ranging from 4.7% at six months to 4.6% at 10 years. The resulting weighted average fair value of these options at the date of grant was $14.00 per option.

Also during the first quarter of 2006, VF granted 299,600 restricted stock units, which vest at the end of a three year performance period, and 25,000 shares of restricted stock, which vest at the end of five years. The grant date fair values of the restricted stock units and restricted shares were $55.32 and $54.90, respectively.

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Note C — Intangible Assets

(Dollars in thousands)	Weighted Average Life *	March 2006 Gross Carrying Amount	March 2006 Accumulated Amortization	March 2006 Net Carrying Amount	December 2005 Net Carrying Amount
Amortizable intangible assets:					
License agreements	24 years	$ 147,212	$ 20,749	$ 126,463	$ 128,791
Customer relationships	22 years	89,658	8,952	80,706	81,849
Trademarks and other	10 years	5,173	1,315	3,858	4,026
Amortizable intangible assets, net				211,027	214,666
Indefinite-lived intangible assets:					
Trademarks and tradenames				529,905	529,647
Intangible assets, net				$ 740,932	$ 744,313

* Amortization of license agreements — accelerated and straight-line methods; customer relationships — accelerated methods; other — straight-line method.

Amortization expense of intangible assets for the first quarter of 2006 was $4.0 million. Estimated amortization expense for the remainder of 2006 is $13.4 million and for the years 2007 through 2010 is $17.0 million, $13.9 million, $12.2 million and $11.6 million, respectively.

Note D — Goodwill

(In thousands)	Jeanswear	Outdoor	Intimate Apparel	Imagewear	Sportswear	Total
Balance, December 2005	$ 193,685	$ 515,696	$ 117,526	$ 56,246	$ 213,884	$ 1,097,037
Adjustment to purchase price	—	400	—	—	—	400
Currency translation	87	273	—	—	—	360
Balance, March 2006	$ 193,772	$ 516,369	$ 117,526	$ 56,246	$ 213,884	$ 1,097,797

Note E — Pension Plans

VF’s net periodic pension cost is comprised of the following components:

(In thousands)	Three Months Ended March 2006	2005
Service cost — benefits earned during the year	$ 5,507	$ 5,135
Interest cost on projected benefit obligations	16,575	15,338
Expected return on plan assets	(18,188)	(15,935)
Amortization of:		
Prior service cost	870	870
Actuarial loss	6,855	5,366
Net periodic pension cost	$ 11,619	$ 10,774

During the first quarter of 2006, VF made a $75.0 million discretionary contribution to its qualified pension plan and made contributions totaling $0.7 million to fund benefit payments for the Supplemental Executive Retirement Plan (“SERP”). VF currently anticipates making an additional $2.3 million of contributions to fund benefit payments for the SERP during the remainder of 2006.

Note F — Business Segment Information

VF’s businesses are grouped into five product categories, and by brands within those product categories, for management and internal financial reporting purposes. These groupings of businesses within VF are referred to as “coalitions.” These coalitions represent VF’s reportable business segments. Financial information for VF’s reportable segments for the first quarter of 2006 and 2005 is presented below:

(In thousands)	Three Months Ended March 2006	2005*
Coalition revenues:		
Jeanswear	$ 703,820	$ 713,502
Outdoor	385,645	285,381
Intimate Apparel	210,111	227,703
Imagewear	193,965	187,304
Sportswear	163,021	159,596
Other	9,171	8,699
Total coalition revenues	$ 1,665,733	$ 1,582,185
Coalition profit:		
Jeanswear	$ 123,023	$ 116,679
Outdoor	50,592	31,725
Intimate Apparel	15,759	22,308
Imagewear	30,051	29,570
Sportswear	20,453	26,429
Other	(1,210)	(724)
Total coalition profit	238,668	225,987
Corporate and other expenses	(34,839)	(39,362)
Interest, net	(11,272)	(15,658)
Income before income taxes	$ 192,557	$ 170,967

Note G — Capital and Comprehensive Income (Loss)

Common stock outstanding is net of shares held in treasury, and in substance retired, of 5,941,177 at March 2006, 4,962,478 at December 2005 and 2,042,276 at March 2005. In addition, 271,701 shares of VF Common Stock at March 2006, 269,043 shares at December 2005 and 266,235 shares at March 2005 were held in trust for deferred compensation plans. These shares are treated for financial accounting purposes as treasury stock at each of the respective dates.

There are 25,000,000 authorized shares of Preferred Stock, $1 par value. Of these shares, 2,000,000 were designated as Series A, of which none have been issued, and 2,105,263 shares were designated and issued as 6.75% Series B ESOP Convertible Preferred Stock, of which 728,659 shares were outstanding at March 2006, 755,518 at December 2005 and 807,598 at March 2005.

Activity for 2006 in the Series B Preferred Stock, Common Stock, Additional Paid-in Capital and Retained Earnings accounts is summarized as follows:

(In thousands)	Preferred Stock	Common Stock	Additional Paid-in Capital	Retained Earnings
Balance, December 2005	$ 23,326	$ 110,108	$ 1,277,486	$ 1,585,421
Net income	—	—	—	128,185
Cash dividends:				
Common Stock	—	—	—	(31,864)
Series B Redeemable Preferred Stock	—	—	—	(380)
Conversion of Preferred Stock	(829)	43	—	786
Purchase of treasury stock	—	(1,000)	—	(54,635)
Stock compensation plans, net	—	126	24,599	(1,054)
Balance, March 2006	$ 22,497	$ 109,277	$ 1,302,085	$ 1,626,459

Other comprehensive income consists of certain changes in assets and liabilities that are not included in Net Income under generally accepted accounting principles but are instead reported within a separate component of Common Stockholders' Equity. VF's comprehensive income was as follows:

(In thousands)	Three Months Ended March 2006	2005
Net income	$ 128,185	$ 102,853
Other comprehensive income (loss):		
Foreign currency translation, net of income taxes	(18,145)	(6,188)
Unrealized gains (losses) on derivative financial instruments, net of income taxes	(2,674)	5,322
Unrealized gains (losses) on marketable securities, net of income taxes	(1,354)	3,875
Comprehensive income	$ 106,012	$ 105,862

Accumulated Other Comprehensive Income (Loss) for 2006 is summarized as follows:

(In thousands)	Foreign Currency Translation	Minimum Pension Liability	Derivative Financial Instruments	Marketable Securities	Total
Balance, December 2005	$ (42,449)	$ (143,192)	$ 7,296	$ 13,543	$ (164,802)
Other comprehensive income	(18,145)	—	(2,674)	(1,354)	(22,173)
Balance, March 2006	$ (60,594)	$ (143,192)	$ 4,622	$ 12,189	$ (186,975)

Note H — Earnings Per Share

Earnings per share was computed as follows:

(In thousands, except per share amounts)	Three Months Ended March 2006	2005
Basic earnings per share:		
Income before cumulative effect of a change in accounting policy	$ 128,185	$ 114,686
Less Preferred Stock dividends	380	421
Income available for Common Stock	$ 127,805	$ 114,265
Weighted average Common Stock outstanding	109,854	111,761
Basic earnings per share before cumulative effect of a change in accounting policy	$ 1.16	$ 1.02
Diluted earnings per share:		
Income before cumulative effect of a change in accounting policy	$ 128,185	$ 114,686
Weighted average Common Stock outstanding	109,854	111,761
Effect of dilutive securities:		
Preferred Stock	1,166	1,293
Stock options and other	1,319	1,939
Weighted average Common Stock and dilutive securities outstanding	112,339	114,993
Diluted earnings per share before cumulative effect of a change in accounting policy	$ 1.14	$ 1.00

Outstanding options to purchase 4.9 million shares of Common Stock have been excluded from the computation of diluted earnings per share for the first quarter of 2006 because the option exercise prices were greater than the average market price of the Common Stock. Similarly, options to purchase 2.4 million shares of Common Stock were excluded for the first quarter of 2005. Earnings per share for the Cumulative Effect of a Change in Accounting Policy and for Net Income in the first quarter of 2005 were computed using the same weighted average shares described above.

Note I — Subsequent Events

Subsequent to the end of the first quarter, the VF Board of Directors declared a regular quarterly cash dividend of $0.29 per share, payable on June 19, 2006 to shareholders of record as of the close of business on June 9, 2006.

Item 2 — Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Highlights of the first quarter included:

- Revenues, net income and earnings per share for the first quarter were each at record levels.
- Revenues increased 5% to $1,665.7 million. The increase in revenues was driven primarily by organic growth in our Outdoor businesses, plus revenues of the *Reef*® brand acquired on April 14, 2005. Changes in foreign currency translation rates negatively impacted 2006 revenues by $30 million, or by 2%, compared with the prior year quarter.
- Net income increased 12% to $128.2 million, and earnings per share increased 14% to $1.14, with prior year amounts based on income before the cumulative effect of the change in accounting for stock-based compensation. (All per share amounts are presented on a diluted basis.) These increases resulted primarily from earnings growth in our Outdoor and Jeanswear coalitions and reduced interest expense. Foreign currency translation negatively impacted earnings per share by $0.02 per share in the 2006 quarter.

Analysis of Results of Operations

Consolidated Statements of Income

The following table presents a summary of the changes in our Total Revenues from 2005:

(In millions)	First Quarter 2006 Compared with 2005
Total revenues — 2005	$ 1,582
Organic growth	42
Acquisition in prior year (to anniversary date)	42
Total revenues — 2006	$ 1,666

One-half of the increase in Total Revenues in the first quarter of 2006 was due to organic growth, primarily in the Outdoor coalition businesses. In addition, Reef, which was acquired in April 2005, added $42 million to first quarter revenues. Additional details on revenues are provided in the section titled "Information by Business Segment."

Approximately 25% of Total Revenues in 2005 were in international markets. In translating foreign currencies into the U.S. dollar, a stronger U.S. dollar in relation to the functional currencies where VF conducts the majority of its business (primarily the European euro countries) negatively impacted revenue comparisons by $30 million in 2006 relative to 2005. The average translation rate for the euro was $1.20 per euro during the 2006 quarter, compared with $1.30 during the 2005 quarter. It is likely that reported revenues for the second quarter of 2006 may also be negatively impacted from translation when compared with 2005.

The following table presents the percentage relationship to Total Revenues for components of our Consolidated Statements of Income:

	Three Months Ended March	
	2006	2005
Gross margin (total revenues less cost of goods sold)	42.1%	42.1%
Marketing, administrative and general expenses	29.9	30.3
Operating income	12.2%	11.8%

Gross margin as a percentage of Total Revenues was 42.1% in both the 2006 and 2005 quarters. Improvements in operating efficiencies primarily at our domestic jeanswear and domestic outdoor businesses were offset by slight declines in other business units.

Marketing, Administrative and General Expenses as a percentage of Total Revenues decreased 0.4% in the 2006 quarter due to benefits of cost reduction actions. However, expenses for the full year 2006 are expected to be somewhat higher as a percent of revenues than in 2005, primarily due to a higher level of investments behind our brands and other specific growth initiatives.

Net Interest Expense decreased by $4.4 million in 2006 due to reduced borrowings and lower interest rates. During 2005, we repaid when due $300.0 million of 8.10% notes and $100.0 million of 6.75% notes. During the first quarter of 2006, we borrowed an average of $216 million at an average interest rate of 3.0% under an international bank credit agreement entered into in late 2005. Average interest-bearing debt outstanding totaled $852 million for the first quarter of 2006 and $999 million for the comparable period of 2005. The weighted average interest rate on outstanding debt was 5.9% and 7.3% for the 2006 and 2005 periods, respectively.

The effective income tax rate was 33.4% for the first quarter of 2006, compared with 32.7% for the full year 2005 and 32.9% for the comparable interim period of 2005. The effective income tax rate for the first quarter of 2006 was based on the expected rate of approximately 34% for the full year, adjusted for discrete favorable audit settlements arising in the quarter.

Income rose 12% to $128.2 million in the first quarter of 2006 from $114.7 million in 2005 before the cumulative effect of the change in accounting for stock-based compensation, with earnings per share rising 14% to $1.14 from $1.00. The slightly higher percentage increase in earnings per share reflected the effect of a lower number of shares outstanding in the 2006 period. In translating foreign currencies into the U.S. dollar, the stronger U.S. dollar had a $0.02 unfavorable impact on earnings per share in 2006 compared with the prior year quarter. The 2005 acquisition of Reef added $0.02 per share to the first quarter 2006 operating results.

Information by Business Segment

VF's businesses are grouped into five product categories, and by brands within those product categories, for management and internal financial reporting purposes. These groupings of businesses within VF are referred to as "coalitions." These coalitions represent VF's reportable business segments.

See Note F to the Consolidated Financial Statements for a summary of our results of operations by coalition, along with a reconciliation of Coalition Profit to Income before Income Taxes. Also, as explained in Note A, amounts for 2005 have been revised to conform with the 2006 presentation.

The following table presents a summary of the changes in our Total Revenues by coalition for the first quarter of 2006:

(In millions)	Jeanswear	Outdoor	Intimate Apparel	Imagewear	Sportswear	Other
Revenues — 2005	$ 713	$ 285	$ 228	$ 187	$ 160	$ 9
Organic Growth	(9)	59	(18)	7	3	—
Acquisition in prior year	—	42	—	—	—	—
Revenues — 2006	$ 704	$ 386	$ 210	$ 194	$ 163	$ 9

Jeanswear:

Overall Jeanswear Coalition revenues declined by 1% in 2006, with foreign currency negatively impacting 2006 revenues by $13 million, or by 2%. Domestic jeanswear revenues increased 1% reflecting strong performance in our mass market and Western specialty businesses. Unit sales of our *Lee*â branded products declined in the quarter but were above plan with positive trends late in the quarter. International jeanswear revenues decreased by 5% due to unfavorable effects of foreign currency translation relative to the prior year period.

Jeanswear Coalition Profit increased 5% in 2006 due to higher sales of full priced products and operating efficiencies in the domestic businesses.

Outdoor:

Revenues in our Outdoor businesses increased by $100.3 million, or by 35%, in the 2006 quarter, with $42 million of revenues contributed by the *Reef*â brand acquired in April 2005. Revenues in our existing businesses increased by 21% in 2006, led by global unit volume increases at The North Face resulting from strong consumer demand for its products and by unit volume gains at Vans in the United States. Foreign currency translation negatively impacted 2006 revenues by $13 million, or by 5%.

The strong volume gains achieved by *The North Face*â and *Vans*â brands, along with the first year contribution of Reef acquired in April 2005, were the primary drivers behind the 59% increase in Coalition Profit in the 2006 quarter. Due to the seasonal nature of the businesses comprising this coalition, the level of first quarter profitability is not indicative of expected full year results.

Intimate Apparel:

Intimate apparel revenues declined 8% due primarily to unit volume declines in our private label business in the United States. Private label revenues declined in 2006 compared with 2005 because the prior year quarter included sales of a major new product line with a private label specialty store customer that had benefited revenues through the first quarter of 2005. The decline in international revenues was due to an unfavorable $4 million impact of foreign currency translation relative to the prior year period.

Coalition Profit decreased 29% in the 2006 quarter. The decline in Coalition Profit and in margin percentage was primarily due to the lower sales and the resulting impact of higher costs due to low overhead absorption. We anticipate more stable performance for the remainder of the year.

Imagewear:

Coalition Revenues increased 4% in 2006, led by sales increases in industrial and career occupational apparel, while Coalition Profit increased 2%.

Sportswear:

Coalition Revenues increased 2%, with increases across our *Nautica*â lifestyle brand, *John Varvatos*â luxury apparel and *Kipling*â products in North America. At Nautica, men's sportswear revenues increased with good sell-through of Spring products at our wholesale customer accounts, offset in part by lower sales at *Nautica*â brand retail stores.

Coalition Profit declined 23% due to spending related to retail store expansion for the *Nautica*â, *John Varvatos*â and *Kipling*â brand stores and spending to support the Fall 2006 launch of *Nautica*â women's sportswear in the United States. In addition, profits reflected increased promotional activity at our *Nautica*â brand retail stores.

Other:

The Other business segment consists of our VF Outlet business. VF Outlet's retail sales and profit of non-VF products are reported in this business segment, while VF Outlet's retail sales and profit of VF products are reported as part of the operating results of the respective coalitions.

Reconciliation of Coalition Profit to Income before Income Taxes:

There are two types of costs necessary to reconcile total Coalition Profit, as discussed in the preceding paragraphs, to Consolidated Income before Income Taxes. These costs are (i) Corporate and Other Expenses, discussed below, and (ii) Interest, Net, which was discussed in the previous "Consolidated Statements of Income" section.

Corporate and Other Expenses consist of corporate headquarters expenses that are not allocated to the coalitions and certain other expenses related to but not allocated to the coalitions for internal management reporting, including development costs for management information systems, certain costs of maintaining and enforcing VF's trademarks and miscellaneous consolidating adjustments. Corporate and Other Expenses decreased in 2006 due to lower stock-based compensation expense in 2006 and lower expense for insurance that is not allocated to the coalitions.

Analysis of Financial Condition

Balance Sheets

Accounts Receivable increased at March 2006 over the prior year date due to increased revenues in the latter part of the 2006 quarter compared with the prior year quarter. The number of days' sales outstanding declined slightly in 2006. Receivables are higher at March 2006 than at the end of 2005 due to seasonal sales patterns.

Inventories increased by 6% in 2006 over the level at March 2005. One-third of the increase was due to Reef, acquired in April 2005. Otherwise, inventory changes are generally in line with or below expected sales increases in the second quarter of 2006. Inventory levels at March 2006 decreased 3% from December 2005 due to an overall improvement in inventory levels resulting from specific reduction efforts and the strength of first quarter 2006 sales.

Other Current Assets increased at March 2006 and December 2005 from March 2005 due to an increase in value-added taxes ("VAT") arising from the legal reorganization of European subsidiaries and an increase in deferred income taxes. The additional VAT amounts will be recoverable over the next year.

Property, Plant and Equipment increased during the first quarter of 2006 due to the construction of an

Outdoor Coalition distribution center that will be placed in service during the second quarter. Included in this increase was a $42.6 million capital lease for the new facility.

Intangible Assets and Goodwill each increased from the levels at March 2005 due to the April 2005 acquisition of Reef. See Notes C and D to the Consolidated Financial Statements.

Short-term Borrowings at March 2006 consisted of the following: (i) $91.0 million of domestic commercial paper borrowings, (ii) a total U.S. dollar equivalent of $83.1 million of U.S. dollar and euro-denominated borrowings under the two term loan credit facilities that are part of the international bank credit agreement and (iii) $38.9 million of other international borrowings. Borrowings under the term credit facilities of our international bank credit agreement are short-term notes that can be continued to November 2007, but these amounts are classified as current liabilities because it is our intent to repay them within the next 12 months.

Accounts Payable and Accrued Liabilities are comparable at March 2006 and March 2005. Accounts Payable declined from the level at December 2005 due to an increase in inventories purchased near the end of the year. The decline in Accrued Liabilities from December 2005 related to the first quarter 2006 payment of a $75.0 million pension contribution and payment of incentive compensation earned for 2005, both of which were accrued as of the end of 2005, offset in part by increases related to growth in our business.

Total Long-term Debt, including the current portion, decreased from the level at March 2005 due to the repayment of $400.0 million of debt at the scheduled maturity dates after March 2005, offset in part by revolving credit borrowings of $120.4 million U.S. dollar equivalent under our new international bank credit agreement. Borrowings under the revolving credit portion of the international bank credit agreement are short-term notes that can be continued until October 2010. VF does not intend to pay down that amount in the next 12 months, and accordingly, it is classified as Long-term Debt. The increase in total Long-term Debt since December 2005 was due to the new $42.6 million capital lease obligation referred to in Property, Plant and Equipment.

Other Liabilities increased at March 2006 from both December 2005 and March 2005 due primarily to additional participant deferrals under VF's deferred compensation plans.

Liquidity and Cash Flows

The financial condition of VF is reflected in the following:

(Dollars in millions)	March 2006	December 2005	March 2005
Working capital	$1,267.3	$1,213.2	$1,108.8
Current ratio	2.2 to 1	2.1 to 1	1.9 to 1
Debt to total capital ratio	24.7%	22.6%	27.4%

For the ratio of debt to total capital, debt is defined as short-term and long-term borrowings, and total capital is defined as debt plus common stockholders' equity.

On an annual basis, VF's primary source of liquidity is its strong cash flow provided by operating activities. Cash provided by operating activities is primarily dependent on the level of operating income and changes in investments in inventories and other working capital components. Cash provided by operating activities is substantially higher in the second half of the year due to higher net income and reduced working capital requirements during that period. For the March 2006 quarter, cash used by operating activities was $107.0 million, compared with cash used by operating activities of $29.8 million in the March 2005 quarter. Net Income increased significantly in the 2006 quarter, compared with the 2005 period. However, the net change in working capital components during 2006 resulted in a use of funds of $223.4 million, compared with a use of $150.5 million in the 2005 period. The major reasons for the increased cash usage from changes in working capital between the two quarterly periods were a decrease in cash inflows from Accounts Receivable in the March 2006 quarter due to increased revenues late in the quarter compared with the prior year period and an increase in cash outflows for Accounts Payable in the 2006 quarter. Accounts payable were higher than normal at the end of 2005.

In addition to cash flow from operating activities, VF has significant liquidity based on its available debt capacity supported by its strong credit rating. VF has a $750.0 million unsecured committed bank facility that expires in September 2008. This bank facility supports a $750.0 million commercial paper program. Any issuance of commercial paper reduces the amount available under the bank facility. At the end of March 2006, $646.4 million was available for borrowing under the credit agreement, with $91.0 million supporting outstanding commercial paper and $12.6 million supporting standby letters of credit issued under the agreement. In addition, VF has an unsecured committed revolving credit agreement under an international bank credit agreement that expires in October 2010. At the end of March 2006, a U.S. dollar equivalent of $120.4 million was outstanding and $90.2 million was available for borrowing under the agreement. Further, under a registration statement filed in 1994 with the Securities and Exchange Commission, VF has the ability to offer, on a delayed or continuous basis, up to $300.0 million of additional debt, equity or other securities.

The principal investing activities in the first quarter of 2006 related to capital spending. The largest single project against which spending occurred during the first quarter was a distribution center to support the growing sales of our Outdoor Coalition. Capital requirements for this project in the year 2006 will total approximately $67 million. Of that amount, $10.0 million was paid in cash and $42.6 million was funded by a capital lease in the first quarter, with the remainder expected to be paid in cash during the second quarter. For the full year, we expect that capital spending could reach $120 million (excluding the previously mentioned capital lease) and be funded by operating cash flows. Payments for business acquisitions in the 2005 quarter related to acquisition of the Holoubek business.

In April 2004, Standard & Poor's Ratings Services affirmed its 'A minus' long-term corporate credit and senior unsecured debt ratings for VF. Standard & Poor's ratings outlook is 'stable.' In March 2005, Standard & Poor's stated that the ratings and outlook would not be affected by the purchase of Reef. In April 2004, Moody's Investors Service affirmed VF's long-term debt rating of 'A3' and short-term debt rating of 'Prime-2' and continued the ratings outlook as 'negative' due to heavy reliance on jeanswear, acquisition-related risks and projected softness in the workwear business. The negative outlook by Moody's has not had an impact on VF's ability to issue long or short-term debt. Furthermore, since the Moody's update in April 2004, profitability in our jeanswear business has increased, acquisitions completed during 2004 and 2005 have overall been strongly accretive, and sales and profitability of our workwear business have increased. Existing debt agreements do not contain acceleration of maturity clauses based on changes in credit ratings.

During the first quarter of 2006, VF purchased 1.0 million shares of its Common Stock in open market transactions at a cost of $55.4 million (average price of $55.37 per share) and in the first quarter of 2005 purchased 1.0 million shares at a cost of $59.1 million (average price of $59.07 per share). During the first quarter of 2006, the Board of Directors authorized the purchase of 10.0 million shares, which along with previous authorizations brought the total approved authorization to 10.3 million shares as of the end of the first quarter of 2006. Our current intent is to repurchase an additional 1.0 million shares during the second quarter of 2006. The primary objective of our share repurchase program is to reduce the impact of dilution caused by exercises of stock options. The actual number purchased during 2006 may vary from current expectations depending on funding required to support business acquisitions and other opportunities.

Management's Discussion and Analysis in our 2005 Form 10-K provided a table summarizing VF's contractual obligations and commercial commitments at the end of 2005 that would require the use of funds. Since the filing of our 2005 Form 10-K, there have been no material changes, except as stated below, relating to VF's contractual obligations that require the use of funds or other financial commitments that may require the use of funds:

- Inventory purchase obligations represent binding commitments to purchase finished goods, raw materials and sewing labor in the ordinary course of business. The total of these inventory purchase obligations increased by approximately $190 million at the end of the first quarter, compared with the 2005 year-end, to support seasonal sales expectations in succeeding months.

Management believes that VF's cash balances and funds provided by operating activities, as well as unused committed bank credit lines, additional borrowing capacity and access to equity markets, taken as a whole, provide (i) adequate liquidity to meet all of its obligations when due, (ii) adequate liquidity to fund capital expenditures and to maintain our dividend payout policy and (iii) flexibility to meet investment opportunities that may arise. Specifically, we believe VF has adequate liquidity to repay the (i) $33.0 million note due in August 2006 and (ii) total U.S. dollar equivalent of $83.1 million under the term loan facilities of our international bank credit agreement, which amount can be continued to November 2007 but which VF intends to repay within the next 12 months.

We do not participate in transactions with unconsolidated entities or financial partnerships established to facilitate off-balance sheet arrangements or other limited purposes.

Critical Accounting Policies and Estimates

We have chosen accounting policies that we believe are appropriate to accurately and fairly report VF's operating results and financial position in conformity with accounting principles generally accepted in the United States. We apply these accounting policies in a consistent manner. Our significant accounting policies are summarized in Note A to the Consolidated Financial Statements included in our 2005 Form 10-K.

The application of these accounting policies requires that we make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures. These estimates and assumptions are based on historical and other factors believed to be reasonable under the circumstances. We evaluate these estimates and assumptions on an ongoing basis and may retain outside consultants to assist in our evaluation. If actual results ultimately differ from previous estimates, the revisions are included in results of operations in the period in which the actual amounts become known. The accounting policies that involve the most significant management judgments and estimates used in preparation of our consolidated financial statements, or are the most sensitive to change from outside factors, are discussed in Management's Discussion in our 2005 Form 10-K. There have been no material changes in these policies.

Cautionary Statement on Forward-Looking Statements

From time to time, we may make oral or written statements, including statements in this Quarterly Report, that constitute "forward-looking statements" within the meaning of the federal securities laws. These include statements concerning plans, objectives, projections and expectations relating to VF's operations or economic performance, and assumptions related thereto.

Forward-looking statements are made based on our expectations and beliefs concerning future events impacting VF and therefore involve a number of risks and uncertainties. We caution that forward-looking statements are not guarantees and actual results could differ materially from those expressed or implied in the forward-looking statements.

Potential risks and uncertainties that could cause the actual results of operations or financial condition of VF to differ materially from those expressed or implied by forward-looking statements in this Quarterly Report on Form 10-Q include VF's reliance on a small number of large customers; the financial strength of VF's customers; changing fashion trends and consumer demand; increasing pressure on margins; VF's ability to implement its growth strategy; VF's ability to maintain its distribution and information technology systems; stability of VF's manufacturing facilities and foreign suppliers; continued use by VF's suppliers of ethical business practices; VF's ability to accurately forecast demand for products; continuity of members of VF's management; VF's ability to protect trademarks and other intellectual property rights; maintenance by VF's licensees of the value of VF's brands; the overall level of consumer spending; general economic conditions and other factors affecting consumer confidence; fluctuations in the price, availability and quality of raw materials; foreign currency fluctuations; and legal, regulatory, political and economic risks in international markets. More information on potential factors that could affect VF's financial results is included from time to time in VF's public reports filed with the Securities and Exchange Commission, including VF's Annual Report on Form 10-K.

Item 3 — Quantitative and Qualitative Disclosures about Market Risk

There have been no significant changes in VF's market risk exposures from what was disclosed in Item 7A in our 2005 Form 10-K.

Item 4 — Controls and Procedures

Disclosure controls and procedures:

Under the supervision of our Chief Executive Officer and Chief Financial Officer, a Disclosure Committee comprised of various members of management has evaluated the effectiveness of the disclosure controls and procedures at VF and its subsidiaries as of the end of the period covered by this Quarterly Report (the "Evaluation Date"). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded as of the Evaluation Date that such controls and procedures were effective.

Changes in internal control over financial reporting:

During VF's fiscal quarter ended April 1, 2006, there have been no changes in VF's internal control that have materially affected, or are reasonably likely to materially affect, VF's internal control over financial reporting.

Part II — Other Information

Item 1A — Risk Factors

There have been no material changes to our risk factors from those disclosed in our 2005 Form 10-K.

Item 2 — Unregistered Sales of Equity Securities and Use of Proceeds

(c) Issuer purchases of equity securities:

Fiscal Period	Total Number of Shares Purchased	Weighted Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (1)
January 1 — January 28, 2006	140,000	$ 55.44	140,000	1,180,000
January 29 — February 25, 2006	168,000	55.93	168,000	11,012,000
February 26 — April 1, 2006	692,000	55.21	692,000	10,320,000
Total	1,000,000		1,000,000	

(1) The VF Board of Directors authorized the repurchase of 10.0 million additional shares in February 2006. VF intends to purchase 1.0 million additional shares during the second quarter of 2006, although the actual number purchased during this period may vary depending on funding required to support business acquisition and other opportunities. Also, under the Mid-Term Incentive Plan implemented under VF's 1996 Stock Compensation Plan, VF must withhold from the shares of Common Stock issuable in settlement of a participant's performance restricted stock units the number of shares having an aggregate fair market value equal to any federal, state and local withholding or other tax that VF is required to withhold, unless the participant has made other arrangements to pay such amounts. There were 7,308 shares withheld under the Mid-Term Incentive Plan during the first quarter of 2006.

Item 4 — Submission of Matters to a Vote of Security Holders

At the Annual Meeting of Shareholders of VF held on April 25, 2006, the following four nominees to the Board of Directors were elected to serve until the 2009 Annual Meeting:

	Votes For	Votes Withheld
Robert J. Hurst	94,923,574	5,996,707
W. Alan McCollough	91,160,783	9,759,498
M. Rust Sharp	93,606,615	7,313,666
Raymond G. Viault	94,918,459	6,001,822

The other directors, Juan Ernesto de Bedout, Edward E. Crutchfield, Ursula O. Fairbairn, Barbara S. Feigin, George Fellows, Daniel R. Hesse, Mackey J. McDonald and Clarence Otis, Jr., whose terms expire in future years, continued their service as directors after the meeting.

There was one additional proposal as follows:

- The proposal to ratify the selection of PricewaterhouseCoopers LLP as VF's independent registered public accounting firm for the 2006 fiscal year was approved by the shareholders. The vote was 98,719,268 for, 1,677,232 against and 523,781 abstaining.

Item 6 — Exhibits

10.1 Award Certificate for Restricted Stock granted to Eric C. Wiseman

10.2 Amended and Restated Second Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.3 Amended and Restated Fourth Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.4 Amended and Restated Fifth Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.5 Amended and Restated Seventh Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.6 Amended and Restated Eighth Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.7 Amended and Restated Ninth Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.8 Amended and Restated Tenth Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.9 Amended and Restated Eleventh Supplemental Annual Benefit Determination Pursuant to the VF Corporation Amended and Restated Supplemental Executive Retirement Plan

10.10 Amended and Restated Supplemental Executive Retirement Plan

31.1 Certification of the principal executive officer, Mackey J. McDonald, pursuant to 15 U.S.C. Section 10A, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

31.2 Certification of the principal financial officer, Robert K. Shearer, pursuant to 15 U.S.C. Section 10A, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

32.1 Certification of the principal executive officer, Mackey J. McDonald, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

32.2 Certification of the principal financial officer, Robert K. Shearer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

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 thereunto duly authorized.

V.F. CORPORATION
(Registrant)

By: /s/ Robert K. Shearer
Robert K. Shearer
Senior Vice President and
Chief Financial Officer
(Chief Financial Officer)

Date: May 8, 2006

By: /s/ Bradley W. Batten
Bradley W. Batten
Vice President — Controller
(Chief Accounting Officer)

EXHIBIT 10.1

VF CORPORATION

AWARD CERTIFICATE

RESTRICTED STOCK

NUMBER OF SHARES OF RESTRICTED STOCK AWARDED: 25,000

To: Eric C. Wiseman ("Participant")

I am pleased to advise you that you have been awarded the number of shares of Restricted Stock set forth above under VF Corporation's 1996 Stock Compensation Plan, as amended (the "1996 Plan"), subject to the terms and conditions set forth in the 1996 Plan and the attached Appendix.

VF CORPORATION

By: /s/ Mackey J. McDonald

Mackey J. McDonald
Chairman and Chief Executive Officer

Dated: March 1, 2006 ("Grant Date")

VF CORPORATION

APPENDIX TO

AWARD CERTIFICATE

TERMS AND CONDITIONS RELATING TO
RESTRICTED STOCK

1. GRANT OF RESTRICTED STOCK.

(a) GRANT OF RESTRICTED STOCK UNDER 1996 PLAN. Participant has been granted the shares of restricted stock (the "Restricted Stock") specified in the Award Certificate under VF Corporation's (the "Company's") 1996 Plan, copies of which have been provided to Participant. All of the terms, conditions, and other provisions of the 1996 Plan are hereby incorporated by reference into this document. Capitalized terms used in this document but not defined herein shall have the same meanings as in the 1996 Plan. If there is any conflict between the provisions of this document and the mandatory provisions of the 1996 Plan, the provisions of the 1996 Plan shall govern. By accepting the grant of the Restricted Stock, Participant agrees to be bound by all of the terms and provisions of the 1996 Plan (as presently in effect or later amended), the rules and regulations under the 1996 Plan adopted from time to time, and the decisions and determinations of the Committee made from time to time. The Restricted Stock shall be issued promptly hereafter in Participant's name but shall be subject to all provisions of this Award Certificate.

(b) CERTAIN RESTRICTIONS. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of Participant but shall be held and retained by the Company until the restrictions set forth herein shall have lapsed. All such stock certificates shall bear the following legend:

> "The shares of Common Stock evidenced by this Certificate are subject to the terms and conditions of a Restricted Stock Award Certificate dated March 1, 2006, between the registered owner and VF Corporation; such shares are subject to forfeiture under the terms of said Award Certificate; and such shares shall not be sold, transferred, assigned, pledged, encumbered or otherwise alienated or hypothecated except pursuant to the provisions of said Agreement, a copy of which is available from VF Corporation upon request."

Until the shares of Restricted Stock have become vested in accordance with Paragraph 1(e), the Restricted Stock shall be subject to a risk of forfeiture as provided in the 1996 Plan and this document. Until vested, such Restricted Stock will be nontransferable, as provided in the 1996 Plan and Paragraph 1(d), and Participant agrees that, upon request of the Company, he will deliver to the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature guaranteed, corresponding to each certificate for Restricted Stock or distributions thereon. If Participant shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, Participant hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company. Participant is subject to the VF Code of Business Conduct and related policies on insider trading.

(c) DIVIDENDS AND ADJUSTMENTS. Participant shall be entitled to receive with respect to the Restricted Stock all dividends and distributions payable on Common Stock (including for this purpose any forward stock split) if and to the extent that he is the record owner of such Restricted Stock on any record date

for such a dividend or distribution and he has not forfeited such Restricted Stock on or before the payment date for such dividend or distribution, subject to the following terms and conditions:

(i) Regular Cash Dividends. All cash distributions payable with respect to the Restricted Stock shall be retained by the Company and reinvested in additional shares of Common Stock to be issued in the name of Participant.

(ii) Common Stock Dividends and Splits. If the Company declares and pays a dividend or distribution on Common Stock in the form of additional shares of Common Stock, or there occurs a forward split of Common Stock, then the Common Stock issued or delivered as such dividend or distribution or resulting from such stock split will be deemed to be additional Restricted Stock.

(iii) Adjustments. If the Company declares and pays a dividend or distribution on Common Stock that is not a regular cash dividend and not in the form of additional shares of Common Stock, or if there occurs any other event referred to in Article XI of the 1996 Plan, the Company shall retain any such dividend or distribution and the Committee shall adjust the number of shares of Restricted Stock in a manner that will prevent dilution or enlargement of Participant's rights with respect to the Restricted Stock, in an equitable manner determined by the Committee. In addition, the Committee may vary the treatment of any dividend or distribution as specified under Section 1(c)(i), (ii) or (iii), in its discretion.

(iv) Risk of Forfeiture of Restricted Stock Resulting from Dividends and Adjustments. Shares of Restricted Stock that directly or indirectly result from dividends or distributions on or adjustments to a share of Restricted Stock shall be subject to the same risk of forfeiture as applies to the granted Restricted Stock.

(v) Fractional Shares. No fractional shares shall be issued under this Agreement. The Company will determine how to treat any fractional share or amounts that would be deemed invested in a fractional share hereunder.

(d) NON-TRANSFERABILITY. Until the Restricted Stock has become vested, neither Participant nor any beneficiary shall have the right to, directly or indirectly, donate, sell, alienate, assign, transfer, pledge, anticipate, or encumber (except by reason of death) any shares of Restricted Stock, nor shall any such shares of Restricted Stock be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of Participant or any beneficiary, or to the debts, contracts, liabilities, engagements, or torts of Participant or any beneficiary or transfer by operation of law in the event of bankruptcy or insolvency of Participant or any beneficiary, or any legal process.

(e) VESTING AND FORFEITURE. The Restricted Stock will vest on March 1, 2011 (the "Stated Vesting Date") if both of the following conditions are met, except as otherwise provided herein: (i) the Company has positive earnings in the fiscal year 2006, and (ii) the Participant continues to be an employee of the Company through the Stated Vesting Date. If the foregoing conditions are met and the Restricted Stock vests, all restrictions on the Restricted Stock shall lapse and all shares of Common Stock representing the Restricted Stock shall be delivered to Participant free of restrictions. If the Company fails to have positive earnings in the fiscal year 2006, the Restricted Stock shall be canceled and forfeited and Participant shall have no further rights hereunder. Except to the extent set forth in this Paragraph 1(e), upon Participant's Termination of Employment prior to the vesting of the Restricted Stock, all Restricted Stock shall be canceled and forfeited and Participant shall have no further rights hereunder. If Termination of Employment is due to Participant's death or Disability (as defined below), a Pro Rata Portion (as defined below) of Participant's Restricted Stock shall vest at the date of Termination of Employment, and delivery of the Pro Rata Portion of Restricted Stock free of any restrictions shall occur as promptly as practicable following Termination of Employment due to death or Disability. Certificates representing the shares of vested Restricted Stock shall be delivered promptly to Participant, or delivery of such shares shall be made to Participant's broker or in such other commercially

reasonable manner as the Company may determine, within ten business days after the Restricted Stock becomes vested.

(f) CERTAIN DEFINITIONS. The following definitions apply for purposes of this Agreement:

(i) "Disability" means (A), if Participant has an Employment Agreement defining "Disability," the definition under such Employment Agreement, or (B), if Participant has no Employment Agreement defining "Disability," Participant's incapacity due to physical or mental illness resulting in Participant's absence from his or her duties with the Company on a full-time basis for 26 consecutive weeks, and, within 30 days after written notice of termination has been given by the Company, Participant has not returned to the full-time performance of his or her duties.

(ii) "Pro Rata Portion" means a fraction the numerator of which is the number of days that have elapsed from the Grant Date to the date of Participant's Termination of Employment and the denominator of which is the number of days from the Grant Date to the Stated Vesting Date.

(iii) "Termination of Employment" means Participant's termination of employment with the Company or any of its subsidiaries or affiliates in circumstances in which, immediately thereafter, Participant is not employed by the Company or any of its subsidiaries or affiliates. Service as a non-employee director shall not be treated as employment for purposes of this Agreement.

(g) COMPLIANCE WITH CODE SECTION 409A. The Restricted Stock is intended to be exempt from Section 409A of the Internal Revenue Code. The Participant will be subject to federal income taxation no later than the Stated Vesting Date, regardless of any delay in delivery of the share certificate thereafter.

2.TAXES.

(a) If Participant properly elects, within thirty (30) days of the date of this Agreement, to include in gross income for federal income tax purposes an amount equal to the fair market value (as of the Grant Date) of the Restricted Stock, Participant shall make arrangements satisfactory to the Committee to pay to the Company in 2006 any federal, state or local income taxes required to be withheld with respect to such shares. If Participant shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) If Participant does not make the election described in Paragraph 2(a) above, Participant shall, no later than the date as of which the restrictions referred to in Paragraph 1(e) hereof shall lapse, pay to the Company, or make arrangements satisfactory to the Company for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock, and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to Participant any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock. Unless, at least 90 days before the Stated Vesting Date or any earlier applicable vesting date, Participant has made separate arrangements satisfactory to the Company for the payment such mandatory withholding taxes, the Company will withhold from the share to be delivered upon vesting the number of whole shares having a Fair Market Value nearest to but not exceeding the amount of such mandatory withholding taxes.

3. MISCELLANEOUS.

(a) BINDING EFFECT; WRITTEN AMENDMENTS. The terms and conditions set forth in this document shall be binding upon the heirs, executors, administrators and successors of the parties. The Award Certificate and this document constitute the entire agreement between the parties with respect to the Restricted Stock and

supersede any prior agreements or documents with respect thereto. No amendment, alteration, suspension, discontinuation or termination of this document which may impose any additional obligation upon the Company or materially impair the rights of Participant with respect to the Restricted Stock shall be valid unless in each instance such amendment, alteration, suspension, discontinuation or termination is expressed in a written instrument duly executed in the name and on behalf of the Company and, if Participant's rights are materially impaired thereby, by Participant.

(b) NO PROMISE OF EMPLOYMENT. The Restricted Stock and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Participant has a right to continue as an officer, employee or director of the Company or its subsidiaries for any period of time, or at any particular rate of compensation.

(c) GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws (but not the law of conflicts of laws) of the State of North Carolina, and applicable federal law.

(d) NOTICES. Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President -- Administration, and any notice to Participant shall be addressed to Participant at Participant's address as then appearing in the records of the Company.

(e) SHAREHOLDER RIGHTS. Except as otherwise provided in this Agreement, Participant shall have, with respect to all shares of Restricted Stock, all the rights of a shareholder of the Company, including the right to vote the Restricted Stock.

(f) VOLUNTARY PARTICIPATION. Participant's participation in the Plan is voluntary. The value of the Restricted Stock is an extraordinary item of compensation. As such, the Restricted Stock is not part of normal or expected compensation for purposes of calculating any severance, change in control payments, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

Exhibit 10.2

AMENDED AND RESTATED SECOND SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE

The purpose of this Amended and Restated Second Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS

As used herein, words and phrases shall have such meanings as are set forth in the SERP, the VF Corporation Pension Plan ("Pension Plan"), and those agreements between the Corporation and certain Executives of the Corporation providing for severance benefits upon employment termination in connection with a "change in control" of the Corporation (the "Change in Control Agreements"). "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation.

ARTICLE III. ELIGIBILITY FOR BENEFITS

The Supplemental Pension shall be payable to the Participant if his employment terminates by reason of: 1) retirement on his Normal Retirement Date, 2) Early Retirement approved by the Committee, 3) involuntary termination without Cause, 4) termination for Good Reason following a change in control of the Corporation or 5) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS

4.01. Normal Retirement: The Supplemental Pension payable at Normal or Late Retirement shall be equal to:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan based upon 25 Years of Credit without reduction for any maximum contribution, benefit or compensation limitations imposed by ERISA or the Code on the Corporation and including in the Normal Retirement Benefit calculation any compensation deferred by Participant, but without regard to the amount set forth in Appendix IV to the Pension Plan for such Participant. The Participant's "Average Annual Compensation" for Supplemental Pension calculation purposes shall mean the average of the highest three years of the full amount of the Participant's salary and bonus compensation for the ten-year period preceding his Retirement Date.

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under all other qualified and non-qualified retirement plans, including without limitation the Pension Plan and the retirement plan(s) of former employer(s). For this purpose, "retirement plan" shall not include the VF Corporation Retirement Savings Plan for Salaried Employees or any other savings or thrift plan of the Corporation or any former employer(s).

4.02. Early Retirement: No Supplemental Pension shall be payable with respect to a Participant's Early Retirement unless the Committee approves benefit payments hereunder in connection with such Early Retirement. If so approved, the Supplemental Pension payable at Early Retirement shall commence at the Participant's Retirement Date and be equal to the benefit provided by Section 4.01 above, multiplied by a fraction to reflect termination of employment prior to Normal Retirement Date and further reduced to reflect commencement of payments prior to age 65. The numerator of the pre-Normal Retirement Date termination fraction shall be 26 less the number of full years it would take for the Participant to reach or pass his Normal Retirement Date. The denominator of this fraction shall be 25, except that the fraction shall never exceed 1. The additional reduction for pre-age 65 commencement of benefits shall be the same as applies under the Pension Plan.

4.03. Involuntary Termination without Cause: The Supplemental Pension payable upon the Participant's involuntary termination without Cause shall, without requiring approval by the Committee, be as provided by Section 4.02.

4.04. Termination for Good Reason: The Supplemental Pension payable upon the Participant's termination for Good Reason after a change in control shall be as provided by Section 4.03.

4.05. Death while an Employee: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.03.

4.06. Form of Supplemental Pension:

(a) Benefits Not Subject to Code Section 409A. This Section 4.06(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. Except as otherwise provided in this Section 4.06(a), the Supplemental Pension will be paid to the Participant or his or her Surviving Spouse at the same time and in the same form as benefits are paid under the Pension Plan, provided, however, that death or survivor benefits upon the death of the Participant are payable only to his or her Surviving Spouse, if any. Notwithstanding the foregoing, benefits payable pursuant to Section 4.03 ("involuntary termination without Cause"), Section 4.04 ("termination for Good Reason") or Section 4.05 ("death while an Employee") shall not commence prior to the Participant's Normal Retirement Date except that, at his or her sole discretion, the Participant or his or her Surviving Spouse, as applicable, may elect, in the event of termination for Good Reason after a change in

control or death while an Employee, to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination. Moreover, at any other time that a Supplemental Pension is scheduled to commence, the Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.06(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under Section 4.01, Early Retirement under Section 4.02, involuntary termination without Cause under Section 4.03 or termination for Good Reason under Section 4.04, as applicable; provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. Under Section 4.06(a) (but not under Section 4.06(b)), the lump sum actuarial present value calculation for a Participant in the event of termination for Good Reason after a change in control will be based on a 6% interest rate assumption and a mortality assumption equal to the difference between (a) 85 and (b) the Participant's whole number age at the time of his or her termination of employment. All other lump sum actuarial present value calculations will be based on (i) an interest rate assumption equal to, under Section 4.06(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.06(b), the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sums.

ARTICLE V. PARTICIPANTS

The Committee shall from time to time designate the Employees who shall be Participants for purposes of this Determination by attaching hereto a Schedule A (as amended or supplemented).

ARTICLE VI. VESTING

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP or, if applicable, as provided in Participant's Change in Control Agreement, whichever is earlier. Nothing in this Determination shall preclude the Board of Directors from making a Participant ineligible to participate in the SERP and this Determination any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION

This Determination was originally approved and adopted by the Committee on December 2, 1991, and the Committee's action was ratified by the Board of Directors of the Corporation on December 3, 1991. This Determination was amended and restated by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

AMENDED AND RESTATED
SECOND SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION

AMENDED SCHEDULE A

1. M. J. McDonald

2. C. S. Cummings

Date: February 7, 2006

Exhibit 10.3

AMENDED AND RESTATED
FOURTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND
RESTATED SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE

The purpose of this Amended and Restated Fourth Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS

As used herein, words and phrases shall have such meanings as are set forth in the SERP, the VF Corporation Pension Plan ("Pension Plan"), and the VF Corporation Deferred Compensation Plan (the "Deferred Compensation Plan"). "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation.

ARTICLE III. ELIGIBILITY FOR BENEFITS

The Supplemental Pension shall be payable to the Participant if his employment ceases by reason of: 1) retirement on his Normal Retirement Date, 2) termination of employment or 3) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS

4.01 Normal Retirement: The Participants in this Determination shall receive the following Supplemental Pension payable at Normal or Late Retirement:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan computed without reduction for any compensation deferred by the Participant under the Deferred Compensation Plan, but without regard to the amount set forth in Appendix IV to the Pension Plan for such Participant.

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under the Pension Plan.

4.02 Termination of Employment: The Supplemental Pension payable by reason of the Participant's termination of employment shall be equal to the benefit provided by Section 4.01 above multiplied by a fraction. The numerator of this fraction shall be the number of full and part years of the Participant's employment with the Corporation. The denominator of this fraction shall be the number of full and part years of the Participant's employment as if the Participant had been employed until Normal Retirement Date.

4.03 Death while an Employee: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.02.

4.04 Form of Supplemental Pension:

(a) Benefits Not Subject to Code Section 409A. This Section 4.04(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. The form of benefits payable to the Participant shall be the form which has been elected under the Pension Plan unless the Participant or Beneficiary has elected a different form under this Determination. Except as otherwise provided in this Section 4.04(a), payment of Supplemental Pension benefits hereunder shall commence at the same time as the Participant's or Beneficiary's benefits commence under the Pension Plan, and shall be subject to the same reductions for commencement of payments prior to Normal Retirement Date as apply to the recipient's benefits under the Pension Plan. Notwithstanding the foregoing, a Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination, and if a Participant dies while employed, his or her Beneficiary may elect to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.04(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under Section 4.01 or termination of employment under Section 4.02, as applicable; provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. In the case of an unmarried Participant who dies while employed after the Board of Directors' adoption of certain design modifications to the Pension Plan and the SERP on December 9, 2003, the present value of his or her Supplemental Pension under this Determination shall be determined as if such design modifications had not been adopted. The lump sum actuarial present value calculations shall be based on (i) an interest rate assumption equal to, under Section 4.04(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.04(b), the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS

The Committee designates as Participants for purposes of this Determination any Employees who participated at any time in the Deferred Compensation Plan, provided, however, that any Employees who have been designated in any other SERP Determination shall be excluded from this Determination to the extent that such other Determination provides for the Supplemental Pension set forth above.

ARTICLE VI. VESTING

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP. Nothing in this Determination shall preclude the Board of Directors from discontinuing eligibility to participate in the SERP and this Determination at any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION

This Determination was originally approved and adopted by the Board of Directors of the Corporation on February 13, 1990, to be effective as of January 1, 1985. This Determination was amended and restated by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.4

AMENDED AND RESTATED
FIFTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE

The purpose of this Amended and Restated Fifth Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide security for the payment of the Supplemental Pensions of certain designated Participants under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan and the Determinations thereunder (collectively, the "SERP").

ARTICLE II. DEFINITIONS

As used herein, words and phrases shall have such meanings as are set forth in the SERP, the VF Corporation Pension Plan ("Pension Plan"), the VF Executive Deferred Savings Plan ("Executive Deferred Savings Plan") and those agreements between VF Corporation ("Corporation") and certain Executives of the Corporation providing for severance benefits upon employment termination in connection with a "change in control" of the Corporation (the "Change in Control Agreements"). "Committee" shall mean the Compensation Committee of the Board of Directors of the Corporation.

ARTICLE III. SECURING PAYMENT OF THE SUPPLEMENTAL PENSION

The Corporation shall, immediately upon and at all times following the occurrence of a change in control of the Corporation (as defined in Paragraph 2 of the Participant's Change in Control Agreement and/or Section I-4 of the Executive Deferred Savings Plan), either provide security for or fund the payment of the Supplemental Pensions described in the First, Second, Third and Seventh Supplemental Annual Benefit Determinations. The Corporation shall be obligated to fund or secure such Supplemental Pension Benefits in all events and, if possible, the security or funding shall be made in a form that will not cause such amounts to be includable in the Participant's gross income for federal income tax purposes until the taxable year or years in which such amounts are paid to the Participant under the terms of the SERP (e.g., a standby letter of credit, funded irrevocable trust, etc.). The Corporation may cease to provide the security or funding required hereunder with respect to a Participant upon the occurrence of either of the following: (1) the Participant shall have been paid his Supplemental Pension in full or (2) the Board of Directors of the Corporation shall have adopted a resolution declaring the change in control ineffective as provided in Paragraph 2 of the Participant's Change in Control Agreement and/or Section I-4 of the Executive Deferred Savings Plan.

ARTICLE IV. ELECTION TO RECEIVE SUPPLEMENTAL PENSION BENEFIT IN A LUMP SUM AFTER A CHANGE IN CONTROL

(a) Benefits Not Subject to Code Section 409A. This Article IV(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. Following the occurrence of a change in control of the Corporation, each Participant who is eligible to receive a Supplemental Pension under the First, Second, Third or Seventh Supplemental Annual Benefit Determination (or such Participant's Beneficiary(ies), if applicable) shall be entitled to elect to receive the actuarial present value of such Participant's Supplemental Pension in a lump sum payment payable 5 days from the date such written election is mailed to the Corporation's secretary.

(b) Benefits Subject to Code Section 409A. This Article IV(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. Following the occurrence of a Change of Control (as defined in Section 2.04 of the SERP), each Participant who is eligible to receive a Supplemental Pension under the First, Second, Third or Seventh Supplemental Annual Benefit Determination (or such Participant's Beneficiary(ies), if applicable) shall receive the actuarial present value of such Participant's Supplemental Pension in a lump sum cash payment payable 5 days after the date the Participant becomes eligible to receive the Supplemental Pension pursuant to the terms of the First, Second, Third or Seventh Determination (as applicable); provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant).

(c) Present Value Calculation. The following assumptions shall be used in calculating any such lump sum payment:

(i) under Article IV(a), an interest rate of 6%, and a life expectancy equal to the difference between (1) 85 and (2) the Participant's whole number age at the time of Participant's termination of employment; and

(ii) under Article IV(b), an interest rate equal to the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the Participant's "specified employee" status), and the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS

The Committee designates as a Participant for purposes of this Determination any Executive who is a Participant under the First, Second, Third or Seventh Supplemental Annual Benefit Determination.

ARTICLE VI. ADOPTION

This Determination was originally approved and adopted by the Board of Directors of the Corporation on February 13, 1990, and amended by the Corporation on August 17, 1993, effective as of February 1, 1992, as authorized by the Board of Directors on December 3, 1991. This Determination was amended and restated by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the

Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.5

AMENDED AND RESTATED
SEVENTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE

The purpose of this Amended and Restated Seventh Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS

As used herein, words and phrases shall have such meanings as are set forth in the SERP, the VF Corporation Pension Plan ("Pension Plan"), and the VF Executive Deferred Savings Plan (the "Executive Deferred Savings Plan"). "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation.

ARTICLE III. ELIGIBILITY FOR BENEFITS

The Supplemental Pension shall be payable to the Participant if his employment ceases by reason of: 1) retirement on his Normal Retirement Date, 2) termination of employment or 3) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS

4.01 NORMAL RETIREMENT: The Participants in this Determination shall receive the following Supplemental Pension payable at Normal or Late Retirement:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan computed without reduction for any compensation deferred by the Participant under the Executive Deferred Savings Plan, but without regard to the amount set forth in Appendix IV to the Pension Plan for such Participant.

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under the Pension Plan.

4.02 TERMINATION OF EMPLOYMENT: The Supplemental Pension payable by reason of the Participant's termination of employment shall be equal to the benefit provided by Section 4.01 above multiplied by a fraction. The numerator of this fraction shall be the number of full and part years of the Participant's employment with the Corporation. The denominator of this fraction shall be the number of full and part years of the Participant's employment as if the Participant had been employed until Normal Retirement Date.

4.03 DEATH WHILE AN EMPLOYEE: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.02.

4.04 FORM OF SUPPLEMENTAL PENSION:

(a) Benefits Not Subject to Code Section 409A. This Section 4.04(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. The form of benefits payable to the Participant shall be the form which has been elected under the Pension Plan unless the Participant or Beneficiary has elected a different form under this Determination. Except as otherwise provided in this Section 4.04(a), payment of Supplemental Pension benefits hereunder shall commence at the same time as the Participant's or Beneficiary's benefits commence under the Pension Plan, and shall be subject to the same reductions for commencement of payments prior to Normal Retirement Date as apply to the recipient's benefits under the Pension Plan. Notwithstanding the foregoing, a Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination, and if a Participant dies while employed, his or her Beneficiary may elect to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.04(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under Section 4.01 or termination of employment under Section 4.02, as applicable;

provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. In the case of an unmarried Participant who dies while employed after the Board of Directors' adoption of certain design modifications to the Pension Plan and the SERP on December 9, 2003, the present value of his or her Supplemental Pension under this Determination shall be determined as if such design modifications had not been adopted. The lump sum actuarial present value calculations shall be based on (i) an interest rate assumption equal to, under Section 4.04(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.04(b), the yield for the Moody's Aa corporate

bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS

The Committee designates as Participants for purposes of this Determination any Employees who participated at any time in the Executive Deferred Savings Plan, provided, however, that any Employees who have been designated in any other SERP Determination shall be excluded from this Determination to the extent that such other Determination provides for the Supplemental Pension set forth above.

ARTICLE VI. VESTING

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP. Nothing in this Determination shall preclude the Board of Directors from discontinuing eligibility to participate in the SERP and this Determination at any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION

This Determination was originally approved and adopted by the Corporation on August 17, 1993, effective as of February 1, 1992, as authorized by the Board of Directors on December 3, 1991. This Determination was amended and restated by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.6

AMENDED AND RESTATED
EIGHTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE

The purpose of this Amended and Restated Eighth Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS

As used herein, words and phrases shall have such meanings as are set forth in the SERP and the VF Corporation Pension Plan ("Pension Plan"). "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation, or any successor committee thereto.

ARTICLE III. ELIGIBILITY FOR BENEFITS

The Supplemental Pension shall be payable to the Participant if his employment ceases by reason of: 1) retirement on his Normal Retirement Date, 2) termination of employment or 3) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS

4.01 Normal Retirement: The Participants in this Determination shall receive the following Supplemental Pension payable at Normal or Late Retirement:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan computed without application of the annual compensation limitation imposed under Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor section thereto, which limits the amount of a Participant's annual compensation used in determining his benefits under the Pension Plan, but without regard to the amount set forth in Appendix IV to the Pension Plan for such Participant.

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under the Pension Plan.

4.02 Termination of Employment: The Supplemental Pension payable by reason of the Participant's termination of employment shall be equal to the benefit provided by Section 4.01 above multiplied by a fraction. The numerator of this fraction shall be the number of full and part years of the Participant's employment with the Corporation. The denominator of this fraction shall be the number of full and part years of the Participant's employment as if the Participant had been employed until Normal Retirement Date.

4.03 Death while an Employee: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.02.

4.04 Form of Supplemental Pension:

(a) Benefits Not Subject to Code Section 409A. This Section 4.04(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. The form of benefits payable to the Participant shall be the form which has been elected under the Pension Plan unless the Participant or Beneficiary has elected a different form under this Determination. Except as otherwise provided in this Section 4.04(a), payment of Supplemental Pension benefits hereunder shall commence at the same time as the Participant's or Beneficiary's benefits commence under the Pension Plan, and shall be subject to the same reductions for commencement of payments prior to Normal Retirement Date as apply to the recipient's benefits under the Pension Plan. Notwithstanding the foregoing, a Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination, and if a Participant dies while employed, his or her Beneficiary may elect to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.04(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under Section 4.01 or termination of employment under Section 4.02, as applicable; provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. In the case of an unmarried Participant who dies while employed after the Board of Directors' adoption of certain design modifications to the Pension Plan and the SERP on December 9, 2003, the present value of his or her Supplemental Pension under this Determination shall be determined as if such design modifications had not been adopted. The lump sum actuarial present value calculations shall be based on (i) an interest rate assumption equal to, under Section 4.04(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.04(b), the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made

(or would be made except for the Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS

The Committee designates as Participants, for purposes of this Determination, any Employee who loses retirement benefits under the Pension Plan because of the Code Section 401(a)(17) limitation on the amount of annual compensation permitted to be used in calculating Pension Plan benefits; provided, however, that any Employee otherwise designated hereunder shall be excluded from participating in this Determination to the extent that he participates in another SERP Determination that provides for the same Supplemental Pension set forth herein.

ARTICLE VI. VESTING

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP. Nothing in this Determination shall preclude the Board of Directors from discontinuing eligibility to participate in the SERP and this Determination at any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION

This Determination was originally approved and adopted by the Corporation on August 17, 1993, effective as of January 1, 1989, as authorized by the Board of Directors on May 16, 1989, and amended and restated by the Board of Directors on October 17, 2001, effective on such date. This Determination was amended and restated again by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.7

AMENDED AND RESTATED
NINTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE.

The purpose of this Amended and Restated Ninth Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS.

As used herein, words and phrases shall have such meanings as are set forth in the SERP and the VF Corporation Pension Plan ("Pension Plan"). "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation, or any successor committee thereto.

ARTICLE III. ELIGIBILITY FOR BENEFITS.

The Supplemental Pension shall be payable to the Participant if his or her employment ceases by reason of: 1) retirement on his or her Normal Retirement Date, 2) termination of employment or 3) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS.

4.01 NORMAL RETIREMENT: The Participants in this Determination shall receive the following Supplemental Pension payable at Normal or Late Retirement:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan computed without reduction for any maximum contribution, benefit or compensation limitations imposed by ERISA or the Code on the Corporation and including in the Normal Retirement Benefit calculation any compensation deferred by Participant, but without regard to the amount set forth in Appendix IV to the Pension Plan for such Participant. The Participant's "Average Annual Compensation" for Supplemental Pension calculation purposes shall mean the average of the highest three years of the full amount of the Participant's salary and bonus compensation for the ten-year period preceding his or her Retirement Date.

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under the Pension Plan.

4.02 TERMINATION OF EMPLOYMENT: The Supplemental Pension payable by reason of the Participant's termination of employment shall be equal to the benefit provided by Section 4.01 above.

4.03 DEATH WHILE AN EMPLOYEE: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.02.

4.04 FORM OF SUPPLEMENTAL PENSION:

(a) Benefits Not Subject to Code Section 409A. This Section 4.04(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. The form of benefits payable to the Participant shall be the form which has been elected under the Pension Plan unless the Participant or Beneficiary has elected a different form under this Determination. Except as otherwise provided in this Section 4.04(a), payment of Supplemental Pension benefits hereunder shall commence at the same time as the Participant's or Beneficiary's benefits commence under the Pension Plan, and shall be subject to the same reductions for commencement of payments prior to Normal Retirement Date as apply to the recipient's benefits under the Pension Plan. Notwithstanding the foregoing, a Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination, and if a Participant dies while employed, his or her Beneficiary may elect to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.04(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under Section 4.01 or termination of employment under Section 4.02, as applicable; provided, however, that in the case of a Participant who is a "specified employee" within the meaning of

Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. In the case of an unmarried Participant who dies while employed after the Board of Directors' adoption of certain design modifications to the Pension Plan and the SERP on December 9, 2003, the present value of his or her Supplemental Pension under this Determination shall be determined as if such design modifications had not been adopted. The lump sum actuarial present value calculations shall be based on (i) an interest rate assumption equal to, under Section 4.04(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.04(b), the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS.

The Committee designates as Participants for purposes of this Determination any Employee who is classified as salary grade 25 or above for compensation purposes as of the date he or she becomes eligible for benefits under this Determination in accordance with Article III hereof; provided, however, that any Employee who has been designated in any other SERP Determination shall be excluded from this Determination to the extent that such other Determination provides for the Supplemental Pension set forth above.

ARTICLE VI. VESTING.

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP. Nothing in this Determination shall preclude the Board of Directors from discontinuing eligibility to participate in the SERP and this Determination at any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION.

This Determination was originally approved and adopted by the Board of Directors of the Corporation on October 20, 1999, to be effective for Participants whose last day worked for purposes of the Pension Plan is on or after December 31, 1999, and amended and restated by the Board of Directors on October 17, 2001, effective as if included in the Determination as originally adopted. This Determination was amended and restated again by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.8

AMENDED AND RESTATED
TENTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE.

The purpose of this Amended and Restated Tenth Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS.

As used herein, words and phrases shall have such meanings as are set forth in the SERP, the VF Corporation Pension Plan ("Pension Plan"), and the VF Mid-Term Incentive Plan and VF 2004 Mid-Term Incentive Plan (collectively, the "Mid-Term Incentive Plan"), which are implemented under the VF 1996 Stock Compensation Plan. "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation, or any successor committee thereto.

ARTICLE III. ELIGIBILITY FOR BENEFITS.

The Supplemental Pension shall be payable to the Participant if his or her employment ceases by reason of: 1) retirement on his or her Normal Retirement Date, 2) termination of employment or 3) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS.

4.01 Normal Retirement: The Participants in this Determination shall receive the following Supplemental Pension payable at Normal or Late Retirement:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan computed without reduction for any maximum contribution, benefit or compensation limitations imposed by ERISA or the Code on the Corporation and including in the Normal Retirement Benefit calculation any compensation deferred by Participant, but without regard to the amount set forth in Appendix IV to the Pension Plan for the Participant, and by including as Compensation for purposes of the Pension Plan: (i) for each Performance Cycle under the Mid-Term Incentive Plan through the Performance Cycle commencing with the Corporation's 2003 fiscal year, the fair market value of 100% of the Stock Units earned by the Participant as PeRS for such Performance Cycle; and (ii) for each Performance Cycle under the Mid-Term Incentive Plan commencing with or after the Corporation's 2004 fiscal year, the fair market value of the number of Stock Units earned by the Participant as PRSUs for such Performance Cycle determined by multiplying the total number of Stock Units earned by the Participant as PRSUs for the Performance Cycle by the percentage of the Participant's Target PRSUs for that Performance Cycle designated by the VF Pension Plan Committee as potentially includible under this Determination as Compensation for purposes of the Pension Plan formula. The fair market value of such Stock Units shall be determined as of the last day of the Performance Cycle for which such Stock Units are earned; provided, however, that in the event of the Participant's Termination of Employment prior to the Earning Date for a Performance Cycle, the fair market value of such Stock Units shall be determined (x) as of the last day of the Corporation's fiscal year which includes the Proration Date for situations governed by Section 8(a)(i), (ii) or (iii) of the Mid-Term Incentive Plan (Disability or Retirement, death, or involuntary separation by the Corporation not for Cause prior to a Change in Control), or (y) as of the Participant's Termination of Employment for situations governed by Section 8(a)(iv) of the Mid-Term Incentive Plan (at or after a Change in Control, involuntary separation by the Corporation not for Cause or Termination by the Participant for Good Reason). The amount includible as Compensation for purposes of the Pension Plan formula with respect to the Participant's participation in the Mid-Term Incentive Plan shall be considered Compensation for the respective Plan Year in which the respective Performance Cycle for which the Stock Units are earned ends (or in the event of the Participant's Termination of Employment prior to the Earning Date for a Performance Cycle, for the Plan Year in which occurs the Participant's Termination of Employment).

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under the Pension Plan.

4.02 Termination of Employment: The Supplemental Pension payable by reason of the Participant's termination of employment shall be equal to the benefit provided by Section 4.01 above multiplied by a fraction (not greater than 1.0). The numerator of this fraction shall be the number of full and part years of the Participant's employment with the Corporation (counting as years of employment for purposes of the numerator the Years of Credit with which the Participant is credited under the Second Amended Supplemental Annual Benefit Determination or any other Supplemental Annual Benefit Determination under the SERP). The denominator of this fraction shall be the number of full and part years of the Participant's employment as if the Participant had been employed until Normal Retirement Date.

4.03 Death While an Employee: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.02.

4.04 Form of Supplemental Pension:

(a) Benefits Not Subject to Code Section 409A. This Section 4.04(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. The form of benefits payable to the Participant shall be the form which has been elected under the Pension Plan unless the Participant or Beneficiary has elected a different form under this Determination. Except as otherwise provided in this Section 4.04(a), payment of Supplemental Pension benefits hereunder shall commence at the same time as the Participant's or Beneficiary's benefits commence under the Pension Plan, and shall be subject to the same reductions for commencement of payments prior to Normal Retirement Date as apply to the recipient's benefits under the Pension Plan. Notwithstanding the foregoing, a Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination, and if a Participant dies while employed, his or her Beneficiary may elect to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.04(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under Section 4.01 or termination of employment under Section 4.02, as applicable; provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. In the case of an unmarried Participant who dies while employed after the Board of Directors' adoption of certain design modifications to the Pension Plan and the SERP on December 9, 2003, the present value of his or her Supplemental Pension under this Determination shall be determined as if such design modifications had not been adopted.

The lump sum actuarial present value calculations shall be based on (i) an interest rate assumption equal to, under Section 4.04(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.04(b), the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS.

The Committee designates as Participants for purposes of this Determination any Employees who at any time earned Stock Units as PeRS or PRSUs under the Mid-Term Incentive Plan, provided, however, that any Employees who have been designated in any other SERP Determination shall be excluded from this Determination to the extent that such other Determination provides for the Supplemental Pension set forth above.

ARTICLE VI. VESTING.

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP. Nothing in this Determination shall preclude the Board of Directors from discontinuing eligibility to participate in the SERP and this Determination at any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION.

This Determination was originally approved and adopted by the Board of Directors of the Corporation on October 17, 2001, effective as of the January 1, 1999 effective date of the Mid-Term Incentive Plan. This Determination was amended and restated by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.9

AMENDED AND RESTATED
ELEVENTH SUPPLEMENTAL ANNUAL BENEFIT DETERMINATION
PURSUANT TO THE VF CORPORATION AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

ARTICLE I. PURPOSE

The purpose of this Amended and Restated Eleventh Supplemental Annual Benefit Determination (the "Determination"), which is effective as of February 7, 2006, is to provide to designated Participants a Supplemental Pension under the VF Corporation Amended and Restated Supplemental Executive Retirement Plan (the "SERP").

ARTICLE II. DEFINITIONS

As used herein, words and phrases shall have such meanings as are set forth in the SERP and the VF Corporation Pension Plan ("Pension Plan"). "Committee" shall mean the Compensation Committee of the Board of Directors of VF Corporation, or any successor committee thereto.

ARTICLE III. ELIGIBILITY FOR BENEFITS

The Supplemental Pension shall be payable to the Participant if his or her employment ceases by reason of: 1) retirement on his or her Normal Retirement Date, 2) termination of employment or 3) death while an Employee.

ARTICLE IV. SUPPLEMENTAL PENSION BENEFITS

4.01 Normal Retirement: The Participants in this Determination shall receive the following Supplemental Pension payable at Normal or Late Retirement:

(a) The Normal Retirement Benefit otherwise payable to the Participant under the Pension Plan computed without application of the maximum benefit limitation imposed under Section 415(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor section thereto, which limits the annual benefit payable with respect to the Participant from a defined benefit plan such as the Pension Plan, but without regard to the amount set forth in Appendix IV to the Pension Plan for such Participant.

(b) The Supplemental Pension set forth in Section 4.01(a) shall be reduced by any benefits payable to the Participant under the Pension Plan.

4.02 Termination of Employment: The Supplemental Pension payable by reason of the Participant's termination of employment shall be equal to the benefit provided by Section 4.01 above multiplied by a fraction. The numerator of this fraction shall be the number of full and part years of the Participant's employment with the Corporation. The denominator of this fraction shall be the number of full and part years of the Participant's employment as if the Participant had been employed until Normal Retirement Date.

4.03 Death while an Employee: The Supplemental Pension payable upon the death of the Participant while an Employee shall be as provided by Section 4.02.

4.04 Form of Supplemental Pension:

(a) Benefits Not Subject to Code Section 409A. This Section 4.04(a) shall apply solely to the portion of a Participant's Supplemental Pension which is not subject to the requirements of Section 409A of the Code. The form of benefits payable to the Participant shall be the form which has been elected under the Pension Plan unless the Participant or Beneficiary has elected a different form under this Determination. Except as otherwise provided in this Section 4.04(a), payment of Supplemental Pension benefits hereunder shall commence at the same time as the Participant's or Beneficiary's benefits commence under the Pension Plan, and shall be subject to the same reductions for commencement of payments prior to Normal Retirement Date as apply to the recipient's benefits under the Pension Plan. Notwithstanding the foregoing, a Participant may elect to receive in a lump sum the actuarial present value of his or her Supplemental Pension under this Determination, and if a Participant dies while employed, his or her Beneficiary may elect to receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(b) Benefits Subject to Code Section 409A. This Section 4.04(b) shall apply solely to the portion of a Participant's Supplemental Pension which is subject to the requirements of Section 409A of the Code. The Supplemental Pension shall be paid to the Participant in a lump sum in cash. The lump sum payment shall be made to the Participant within 75 days following the Participant's Normal or Late Retirement under

Section 4.01 or termination of employment under Section 4.02, as applicable; provided, however, that in the case of a Participant who is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, payment of such Participant's Supplemental Pension shall not be made until the date which is six months after the date of the Participant's separation from service (or, if earlier, the date of death of the Participant). If a Participant dies while employed, his or her Beneficiary shall, within 75 days following the Participant's death, receive in a lump sum the actuarial present value of the Participant's Supplemental Pension under this Determination.

(c) Present Value Calculation. In the case of an unmarried Participant who dies while employed after the Board of Directors' adoption of certain design modifications to the Pension Plan and the SERP on December 9, 2003, the present value of his or her Supplemental Pension under this Determination shall be determined as if such design modifications had not been adopted. The lump sum actuarial present value calculations shall be based on (i) an interest rate assumption equal to, under Section 4.04(a), the expected rate of return on assets for financial accounting purposes under the Pension Plan for the year in which the lump sum payment is to be made and, under Section 4.04(b), the yield for the Moody's Aa corporate bond index as of the last business day preceding the beginning of the calendar quarter in which the lump sum payment is to be made (or would be made except for the

Participant's "specified employee" status), and (ii) the mortality assumption set forth in the Pension Plan for purposes of calculating lump sum payments.

ARTICLE V. PARTICIPANTS

The Board of Directors and the Committee designate as Participants, for purposes of this Determination, any Employee who loses retirement benefits under the Pension Plan because of the Code Section 415(b) maximum benefit limitation on the annual benefit payable from a defined benefit plan such as the Pension Plan; provided, however, that any Employees who have been designated in any other SERP Determination shall be excluded from this Determination to the extent that such other Determination provides for the Supplemental Pension set forth above.

ARTICLE VI. VESTING

The Participant shall become vested in the Supplemental Pension payable pursuant to this Determination upon satisfaction of the vesting period provided in the SERP. Nothing in this Determination shall preclude the Board of Directors from discontinuing eligibility to participate in the SERP and this Determination at any time before the Participant shall become vested hereunder.

ARTICLE VII. ADOPTION

This Determination was originally approved and adopted by the Board of Directors of the Corporation on December 9, 2003, effective for and applicable to Participants whose last day worked for purposes of the Pension Plan is on or after December 9, 2003 (and Participants whose last day worked is before December 9, 2003 but whose severance payments period ends on or after December 9, 2003). This Determination was amended and restated by the Board of Directors on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Determination on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Determination, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Determination, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

Exhibit 10.10

VF CORPORATION

AMENDED AND RESTATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

This Amended and Restated Plan is effective as of February 7, 2006, and amends and restates the Amended and Restated Supplemental Executive Retirement Plan approved and adopted by the Board of Directors of VF Corporation on October 17, 2001.

WITNESSETH

WHEREAS, on October 16, 1984, VF Corporation established the Plan for certain designated Employees, effective as of January 1, 1985; and

WHEREAS, on May 16, 1989, and again on October 17, 2001, VF Corporation amended and restated the Plan; and

WHEREAS, VF Corporation now desires to amend and restate the Plan effective as of February 7, 2006, to bring the Plan into compliance with the requirements of Section 409A of the Code.

NOW, THEREFORE, the Plan is hereby amended and restated to read as follows:

ARTICLE I. PURPOSE

The purpose of this Plan is to provide benefits to Participants:

1. to replace benefits lost under the VF Corporation Pension Plan (the "VF Pension Plan") due to maximum benefit, contribution or compensation restrictions imposed by ERISA or the Code;

2. which would, prior to the design modification and amendment to the "compensation" considered in calculating benefits under the VF Pension Plan adopted on December 9, 2003, otherwise be lost under the VF Pension Plan due to deferral of compensation

under the VF Corporation Deferred Compensation Plan or the VF Executive Deferred Savings Plan;

3. who lost future benefits with former employers as a result of their joining the Company in mid-career; or

4. which would enable the Company to be competitive in recruiting and retaining key executives.

ARTICLE II. DEFINITIONS

As used herein, the following words and phrases shall have the meanings described below. Any word or phrase which is not defined herein shall have the meaning set forth in the VF Pension Plan unless the context requires otherwise.

2.01. Annual Accrued Benefits: The Annual Accrued Benefit of a Participant shall consist of any combination of subparagraphs (a) and (b) below as determined by the Committee for each Participant and, absent any such determination by the Committee, shall be the annual benefit determined in Section 2.01(a)(1) below:

(a) Annual Benefit Determination. The annual benefit shall be the sum of the following:

(1) the annual benefit that the Participant would have accrued under the VF Pension Plan (but without regard to the amount set forth in Appendix IV to the VF Pension Plan for such Participant) (i) computed without regard to any maximum benefit, contribution or compensation limitations imposed by ERISA or the Code, and (ii) including all compensation which the Participant elected to defer under the VF Corporation Deferred Compensation Plan or the VF Executive Deferred Savings Plan (which were not considered in determining a Participant's annual benefit under the VF Pension Plan prior to the design modifications adopted on December 9, 2003); provided, however, that the amount so determined

shall be reduced by the Participant's (i) annual benefit under the VF Pension Plan, and (ii) benefits received from retirement plan(s) of any former employer(s); and

(2) any supplemental annual benefit recommended by the Chairman of the Board of Directors of VF Corporation and approved by the Committee.

(b) Reductions in the Annual Benefit. In determining the Annual Accrued Benefit, the annual benefit determined under Section 2.01(a) shall be reduced by any one or more of the following amounts designated by the Committee:

(1) the Primary Social Security Benefit Offset;

(2) any vested annual benefit payable to the Participant under any plan provided by a former employer of such Participant; and

(3) such amounts as may be directed by the Committee.

2.02. Beneficiary. The person(s) designated by a Participant to receive any benefits payable under this Plan subsequent to the Participant's death. In the event a Participant has not filed a beneficiary designation with the Company, the Beneficiary shall be the Participant's surviving spouse.

2.03. Board of Directors. The Board of Directors of VF Corporation.

2.04. Change of Control. A Change of Control means a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder.

2.05. Code. The Internal Revenue Code of 1986, as amended, or any successor tax statute thereto.

2.06. Committee. The Compensation Committee of the Board of Directors of VF Corporation, or any successor committee thereto.

2.07. Company. VF Corporation ("VF") and each other "Employer" which participates in the VF Pension Plan.

2.08. Effective Date. January 1, 1985.

2.09. Employee. An individual employed by the Company.

2.10. ERISA. The Employee Retirement Income Security Act of 1974, as amended.

2.11. Participant. An Employee who either satisfies the eligibility requirements set forth in Article III hereof or has a vested benefit hereunder. In the event of the death or incompetency of a Participant, the term shall mean his beneficiary, personal representative or guardian.

2.12. Plan. The Amended and Restated VF Corporation Supplemental Executive Retirement Plan as set forth herein, as amended and restated from time to time and including all determinations by the Committee or the Board of Directors of participation or benefit entitlement pursuant hereto.

2.13. Primary Social Security Benefit Offset. The estimated monthly primary Social Security benefit which will be payable to the Participant at age 65 or at his Retirement Date, whichever is applicable. For a Participant who terminates with vested rights under this Plan prior to age 65, his estimated monthly Primary Social Security Benefit Offset payable at 65 will be determined under the law in effect upon termination of employment.

2.14. Retirement Date. The date on which the Participant actually retires under the VF Pension Plan; provided, however, that, with respect to any Supplemental Pension due

hereunder to which the requirements of Section 409A of the Code apply, disability retirement under the VF Pension Plan shall constitute a Retirement Date under this Plan only if the Participant would be considered "disabled" within the meaning of Section 409A(a)(2)(C) of the Code and the regulations thereunder.

2.15. Supplemental Pension. The Annual Accrued Benefit determined under Section 2.01 of this Plan, subject to the vesting limitation in Section 5.01 hereof.

2.16. VF Pension Plan. The VF Corporation Pension Plan as amended and restated from time to time, or any successor plan thereto.

ARTICLE III. PARTICIPATION

3.01. An Employee shall become a Participant in the Plan if the Employee satisfies the eligibility conditions under one or more determinations by the Committee or the Board of Directors of participation or benefit entitlement pursuant hereto.

3.02. The Committee may revoke the designation of any Employee as a Participant in the Plan at any time before such Participant vests in his or her Annual Accrued Benefits.

ARTICLE IV. NORMAL RETIREMENT BENEFITS

4.01. Subject to Section 4.04, the Company will pay each Participant in the Plan a Supplemental Pension commencing as of the Participant's Retirement Date.

4.02. Subject to Section 4.04, the Supplemental Pension will be paid to the Participant or Beneficiary at the same time and in the same manner as retirement benefits are paid under the VF Pension Plan.

4.03. Subject to Section 4.04, if approved by the Board of Directors, benefits under this Plan may be paid at times and in a manner different from retirement benefits under the VF Pension Plan, as long as such benefits are the actuarial equivalent (determined pursuant to the

assumptions applicable under the VF Pension Plan, unless otherwise specified by the Board of Directors) of the Supplemental Pension to which the Participant or Beneficiary is entitled.

4.04. Notwithstanding the foregoing provisions of this Article IV or anything to the contrary in this Plan or any determination adopted pursuant hereto, (a) the portion of any Supplemental Pension (or the entire Supplemental Pension, if applicable) that is subject to Section 409A of the Code shall be paid at such time and in such manner as shall not violate the requirements of Section 409A of the Code, including, without limitation, the restriction in Section 409A(a)(2)(B)(i) on the timing of distributions following the separation from service of a Participant who is a "specified employee", and (b) to the extent permitted by the regulations under Section 409A of the Code, distribution of a Participant's Supplemental Pension may be made at any time the Plan fails to meet the requirements of Section 409A and the regulations thereunder, with such payment not to exceed the amount required to be included in the Participant's income as a result of the failure.

ARTICLE V. VESTING

5.01. A Participant will become vested in his Annual Accrued Benefit in the same manner as provided for his or her pension benefits under Article IV of the VF Pension Plan (or such successor provision thereto), unless otherwise provided by the Committee at the time the Employee has been designated a Participant in this Plan or thereafter by mutual agreement between the Company and the Participant.

ARTICLE VI. FUNDING

6.01. Benefits payable under this Plan are not expected to be funded in advance by the Company and, unless otherwise provided by the Company, will be paid out of the general assets of the Company. A Participant shall have no preferred claim against the assets of the

Company by virtue of this Plan and shall be a general, unsecured creditor of the Company to the extent of his or her right to receive benefits from the Company pursuant to the terms of this Plan.

ARTICLE VII. MISCELLANEOUS

7.01. Nothing in this Plan (a) shall be deemed to exclude a Participant from any compensation, bonus, pension, insurance, severance pay or other benefit to which he otherwise is or might become entitled as an Employee of the Company, or (b) shall be construed as conferring upon an Employee the right to continue in the employ of the Company as an executive or in any other capacity.

7.02. Amounts payable by the Company hereunder shall not be deemed to be any type of compensation to a Participant for the purposes of computing any benefits to which he may be entitled as an Employee or a retired Employee.

7.03. The sale of all or substantially all of the assets of VF, or the merger, consolidation or reorganization of VF wherein VF is not the surviving corporation, or any other transaction which, in effect, amounts to the sale of VF or voting control thereof, shall not terminate this Plan and the obligations created hereunder shall be binding upon the successors and assigns of VF.

7.04. The rights and obligations created hereunder shall be binding on a Participant and his heirs and legal representatives and on the successors and assigns of the Company.

7.05. This Plan may be amended, modified, suspended or terminated by resolution of the Board of Directors. In the event the Plan is terminated, each Participant as of the effective date of the Plan termination will become 100% vested in his Annual Accrued Benefit. To the extent permitted by the regulations under Section 409A of the Code, within the 30 days preceding or the 12 months following a Change of Control, the Board of Directors may

exercise its discretion to terminate the Plan and, notwithstanding any other provision of the Plan or any determination adopted pursuant to the Plan or of the terms of any election made under any such determination, distribute in full to each Participant the portion of his or her Supplemental Pension (or the entire Supplemental Pension, if applicable) that is subject to Section 409A of the Code. The preceding sentence shall apply also to the portion of the Participant's Supplemental Pension that is not subject to Section 409A of the Code, provided that such action does not constitute a "material modification" (within the meaning of the regulations under Section 409A) of the Plan with respect to such Participant.

7.06. The masculine pronoun whenever used herein shall include the feminine. Whenever any words are used herein in the singular, they shall be construed as though they were also used in the plural, in all cases where they would so apply.

7.07. This Plan shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

7.08. The rights of any Participant or Beneficiary under this Plan are personal and may not be assigned, transferred, pledged or encumbered except as otherwise required by applicable law, and any such attempt to transfer such rights shall be void.

7.09. The Board of Directors (or its designee) shall have full power and authority to interpret and administer this Plan and the Board's (or its designee's) actions in so doing shall be final and binding on all persons interested in this Plan. The Board of Directors (or its designee) may from time to time adopt rules and regulations governing this Plan. The Board of Directors (or its designee) shall have complete discretion in carrying out its powers and responsibilities under the Plan, and its exercise of discretion hereunder shall be final and

conclusive. Unless otherwise specified by resolution of the Board of Directors, its designee for purposes of this Section 7.09 shall be the VF Pension Plan Committee.

7.10. Nothing contained herein shall be deemed to create a trust or fund of any kind or create any fiduciary relationship.

7.11. Neither the Company nor any member of the Board of Directors shall be responsible or liable in any manner to any Participant, Beneficiary or any person claiming through them for any benefit or action taken or omitted in connection with the granting of benefits, the continuation of benefits, or the interpretation and administration of this Plan.

* * *

This Amended and Restated Plan was approved by the Board of Directors of VF Corporation on and effective as of February 7, 2006, in order (i) to preserve the favorable tax treatment available to benefits earned and vested under the Plan on or before December 31, 2004 in view of the enactment of Section 409A of the Code and the issuance of regulations thereunder by the Department of the Treasury, and (ii) with respect to all other benefits earned under the Plan, to comply with the requirements of Section 409A and the regulations thereunder. The Board of Directors reserves the right to amend the Plan, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A of the Code and the regulations thereunder.

EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 15 U.S.C. SECTION 10A, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mackey J. McDonald, certify that:

1. I have reviewed this quarterly report on Form 10-Q of V.F. Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 8, 2006

/s/ Mackey J. McDonald

Mackey J. McDonald
Chairman and
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 15 U.S.C. SECTION 10A, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert K. Shearer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of V.F. Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 8, 2006

/s/ Robert K. Shearer

Robert K. Shearer
Vice President - Finance and
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of V.F. Corporation (the "Company") on Form 10-Q for the period ending April 1, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mackey J. McDonald, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

May 8, 2006

/s/ Mackey J. McDonald

Mackey J. McDonald
Chairman and Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of V.F. Corporation (the "Company") on Form 10-Q for the period ending April 1, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert K. Shearer, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

May 8, 2006

/s/ Robert K. Shearer

Robert K. Shearer
Senior Vice President - Finance
and Chief Financial Officer