

The Warehouse New Zealand Supplier Information Pack

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STATEMENT OF CONFIDENTIALITY

Shanghai Shore labels has been selected as the global supplier for The Warehouse New Zealand compliance labeling and ticketing requirements.

Shanghai Shore labels has global production sites in most regions of the world and you will be placing orders and dealing with the Shanghai Shore labels office closest to you.

All information contained in this document is confidential and intended for use by the recipient only, as it contains data that is proprietary to The Warehouse and Shanghai Shore labels. The information outlined in this document should not be delivered or disclosed to any party outside the recipient's domain.

Ordering Procedure

Initial Account Setup with Shanghai Shore labels

Initially we need to collect all your details so we are able to set you up as a customer of Shanghai Shore labels. Until your account is activated we will be unable to produce your orders.

You must complete the following documents and forward them to your designated Shanghai Shore labels customer service representative as soon as possible.

- Bill to Address. (If the VAT invoice is needed, please provide the VAT information in detail with Chinese version)
- Ship to Address. (If the destination is in China, Please also provide it in Chinese)
- Contact information. (Contact person, Tel number, Fax number, Email address)

Order Processing

As an approved supplier to The Warehouse, the vendor has two methods to place their order with Shanghai Shore labels for the production of the tickets or labels.

- 1, Web online order system (<http://www.shaghaishorelabels.com>), we will set up an account for each supplier to log in and order.
- 2, Place orders on a standard order form and email or fax to the customer service representative.

(Important notes: Customers are responsible for the accuracy of order data sent to Shanghai Shore labels, Any change/cancellation of incoming orders will only be considered within 24 hours upon receipt.)

After receiving a order, Shanghai Shore labels office will issue a contract as a sales confirmation. Once the sales confirmation is confirmed, signed and sent back to Shanghai Shore labels from the vendor, changes is not allowed and Shanghai Shore labels office will arrange the production ontime.

Order Fulfillment

All orders for The Warehouse Products will be printed and shipped from our production facilities within 7-10 business days. Please note, we can only commit

to production plus shipping, transport delays and customs clearance are outside our control and allowance should be made for this. Shanghai Shore labels will only supply the order quantities stated in the order form, it is the vendor's responsibility to order a sufficient quantity to allow for the inevitable loss or damage during the attachment process.

Packaging

Tickets and labels are pre-packed by line number for final shipment to you in multiples of 25pcs.

Invoicing and Payment Procedures

All the invoices will be issued after the sales confirmation be confirmed by the vendor.

To the vendors pay in China, Shanghai Shore labels will issue a VAT invoice with RMB currency.

To the vendors pay out of China, Shanghai Shore labels will issue a invoice with USD currency, the production must be exported to out of China.

Note: the minimum invoice value will be RMB 160.00 (USD \$ 20.00),

Standard terms of payment are advance payment before the shipment.

The Warehouse key suppliers should offer Shanghai Shore labels a vendor list, if the credit term is needed by the vendors, in terms of the vendor list supplier listed, Shanghai Shore labels provides the vendor 30 calendar days credit term, if the vendor is unable to complete payment within 45 calendar days, Shanghai Shore labels reserves the right to withhold all orders.

Shipment Methods

Shanghai Shore labels offer free delivery service within Shanghai local area, out of Shanghai, Shanghai Shore labels arrange the delivery at the vendor's request and expense.

[Please do not hesitate to contact your customer service representative if you require any help or have any queries.]

Product Information

The Warehouse Label Pricing

- 1, Suppliers should try to consolidate orders so that the value of labels ordered meets the minimum invoice value of RMB 160.00 (USD \$ 20.00).
- 2, All the prices below is ex-factory, Orders delivered within Shanghai local are free of charge, otherwise we use express couriers as a standard, the freight to be collect or charge at published rates, customers can choose courier service of their choice but they need to inform Shore2Shore at time of placing order.

If the goods will be exported to some other countries, the vendors will be eligible for reimbursements of all duties and taxes in all nations.
- 3, All the prices below based on the exchange rate of USD:RMB=1.00:8.00, all the prices below include 17% VAT, as per Chinese law, a VAT invoice will be provided for the vendors in China to recover VAT payment.
- 4, We will name each product with a Product Identification Code, or we abbreviate it as "PID".
- 5, We will print a TCODE (TXXXX) on each ticket/sticker for easy check back of our products.
- 6, The country code will be used at the end of the product identification codes to indicate the location site where your labels and tags will be produced. You will only need to use the code specific to your country of manufacture.

Examples for their use with the product identification codes are shown below.

<u>Country of manufacture</u>	<u>Code</u>	<u>Example</u>
Shanghai	SH	WH-LAB1REM-SH
Hong Kong, China	HK	WH-LAB1REM-HK

Completing Warehouse NZ Order Forms

Instructions:

Email to: This area shows the e-mail address of your Shanghai Shore labels customer service representative.

Order date: Enter today's date

Order number: Enter the Warehouse merchandise purchase order number. This will help with the tracking of your order once it goes into production. This number will also appear on your invoice for that particular order.

You must enter the The Warehouse order # and Style # here for reference.

Customer Reference: This should be your purchase order number.

Bill to: Enter in this area the name and postal address of the company the order is to be invoiced to. Include a contact name, phone and fax number.

Ship to: Enter in this area the name and physical address of the company the order is to be delivered to. Include a contact name, phone and fax number if this is different from the contact person listed in the Bill to area.

Label Code: Enter the label code (label/tag) you require. You will be able to determine the type of tag or label you require from the Product Identification booklet i.e. WH-LAB1REM

Fields:

All the information in each field below cannot be longer than the designated character length in the Product Identification booklet, this includes spaces in between words, dots, dashes...etc

Item description: If the type of label or tag you have requested requires an item description, you must list the description to be printed in this column.

Size: If the type of label or tag you have requested requires a size field, you must write in this column how you would like the size to be printed, i.e. S, SMALL, MED, MEDIUM, 12, ONE SIZE...etc. For the childrenswear's size, the Height, Chest, Waist will be required, you can find out the whole size chart at the below chapter [Supplementary Information—Childrenswear Size Chart 2007](#).

Color: If the type of label or tag you have requested requires a color field, you must write the color in this column.

Supplier code: This is your personal code which is also printed onto the labels and tags.

EAN: Enter in here the EAN number that is to be printed, if a EAN is required for the label type you have selected. Accepted EANs include EAN8, EAN13 and UPC

Price: If a price is to be printed enter the amount in here.

Country of Origin: Normally will be required on a label, for example MADE IN CHINA

Fibre content: Normally will be required on a care label, Most of the fibre content has been listed in the [Supplementary Information—Care Instruction Matrix](#) chapter below.

Care instructions: Normally will be required on a care label, some popular care instruction has been listed as a care code, for example W1, C1, K1...etc, you can write the care code in this column. You can find out the whole care instructions chart at the below chapter [Supplementary Information—Care Instructions](#).

Qty: Enter in here the amount of labels or tags you require for each line. You must order in multiples of 25 for production

Further information:

All order forms **MUST** have an order number along with complete contact details. You must complete a separate line for each variation of label or tag if one or more fields different.

Where you have ordered a quantity that is not a multiple of 25, the production site will automatically round each line up to the nearest multiple of 25.

Where a certain field on the order form is not required on the type of label you have requested, leave this area blank. If you fill in additional information we will assume this is for your own reference. Only information required on the label code you select will be printed.

Refer to your Product Identification Codes manual for required fields and maximum field lengths for all label and tag types.

Note: The production site will print exactly the information you have written in the fields.

More order forms will be updated here...

Customer Service Contact Details

Any problems you encounter with the placing or chasing of an order should be directed through the Shanghai Shore labels office.

If we have a problem in processing or printing your order we will contact either you directly or contact The Warehouse direct, for clarification to resolve the issue.

Order forms can be faxed or e-mailed to the us, please contact our customer service representative with any order queries.

Shanghai Shore labels

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CONTACT:

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Supplementary Information

Childrenswear Size Chart 2007

Infants Sizes 0000 - 2 1/2(0000 is Newborn)

SPEC SIZE	SZ0000	SZ000	SZ00	SZ0	1	O1	O2	2 1/2
Size on LABEL	NB	000	00	0	1	1 1/2	2	2 1/2
TO FIT	NB	0-3 MTHS	3-6 MTHS	6-9 MTHS	9-12 MTHS	12-18 MTHS	18-24 MTHS	24-30 MTHS
Height cm	56	62	68	74	80	86	92	96
Chest cm	41	44	47	50	53	54.5	56	57
Waist cm	41	44	47	50	52	53	54	54.5

Boys Sizes 3 - 16 years

Spec size	3	4	5	6	7	8	9	10	11	12	13	14	16
Height cm	100	108	115	120	125	130	135	140	145	150	155	160	170
Chest cm	58	60	62	64	66	68	70	72	74	76	78	80	84
Waist cm	55	56	57	58	59	60	62	64	66	68	70	72	76

Girls Sizes 3 - 16 years

Spec size	3	4	5	6	7	8	9	10	11	12	13	14	16
Height cm	100	108	115	120	125	130	135	140	145	150	155	160	168
Chest cm	58	60	62	64	66	68	71	74	77	80	83	86	92
Waist cm	55	56	57	58	59	60	61	62	63	64	65	66	68

Care Instruction Matrix

- Select the garment type from the left-hand column and match with the fibre content from the top row and follow through to the matrix for the correct care instruction code.
- Select the appropriate Care Instructions from Section 8b.

	100% cotton	100% cotton with prints or rubber trim	Cotton/Elastane	Cotton/Elastane with prints or rubber trim	Nylon, Polyester, blended with elastane	Nylon, Polyester; Polyester/cotton with prints or rubber trim	Viscose rayon, Ramie, Linen	Silk	Wool	Chenille	Acrylic (excl chenille)	PU, PVC	Polypropylene	Merino Wool
Tshirts, tops, skirts, pants (excl. tailored pants), shirts, shorts, dresses, overalls, rompers, sweatshirts (excl polar fleece), trackpants, nightwear (excl flannelette)	W1	W2	C1	C2	C1	C2	W7	W8	-	-	-	-	-	-
Flannelette nightwear	W3	-	-	-	-	-	-	-	-	-	-	-	-	-
Flannelette nightwear - sized to allow for shrinkage	W4	-	-	-	-	-	-	-	-	-	-	-	-	-
Tailored pants	-	-	-	-	C5	-	-	-	-	-	-	-	-	-
Denim: shirts, skirts, dresses, jackets, rompers, overalls & jeans	W5	W6	C3	C4	-	-	-	-	-	-	-	-	-	-
Polar fleece garments	-	-	-	-	N1	N2	-	-	-	-	-	-	-	-
Knitwear	K2	-	-	-	-	-	-	-	K1	K3	K4	-	-	K5
Underwear, lingerie	L1	-	L1	-	L1	-	-	-	-	-	-	-	L1	-
Underwear, lingerie - delicate	L2	-	L2	-	L2	-	-	-	-	-	-	-	-	-
Delicate outer garments	X1	X2	X1	X2	X1	X2	-	-	-	-	-	-	-	-
Swimwear	-	-	S1	-	S1	-	-	-	-	-	-	-	-	-
Swim & running shorts, (with liners)	S2	-	S2	-	S2	-	-	-	-	-	-	-	-	-
Hats, gloves, scarves - washable	H1	-	H1	-	H1	-	-	-	H5	H5	H1	-	-	H5
Hats - unwashable	H4	-	H4	-	H4	-	-	-	-	-	-	-	-	-
Socks, Hosiery	H1	-	H1	-	-	-	-	-	H2	-	H3	-	-	H2
Babies pilchers & bibs - PVC lined	A1	-	A1	-	-	-	-	-	-	-	-	-	-	-
Babies bibs	A2	-	A2	-	-	-	-	-	-	-	-	-	-	-
Lined jackets	J1	J2	J1	J2	J1	J2	-	-	-	-	-	J3	-	-
Workwear – multi use	U1	-	-	-	U1	-	-	-	-	-	-	-	-	-
Workwear - disposable	-	-	-	-	-	-	-	-	-	-	-	-	U2	-
Styles using Foil prints	-	W9	-	C6	-	C6	-	-	-	-	-	-	-	-

8c: Care Instructions

W – Warm Iron

W1	W2	W3
WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)	WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DO NOT IRON PRINT DO NOT DRYCLEAN (X)	WASH BEFORE WEARING WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)
W4	W5	W6
GARMENT IS SIZED TO ALLOW FOR SHRINKAGE WASH BEFORE WEARING WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)	WASH BEFORE WEARING COLOUR MAY RUB WASH SEPARATELY WARM MACHINE WASH DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)	WASH BEFORE WEARING COLOUR MAY RUB WASH SEPARATELY WARM MACHINE WASH DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DO NOT IRON PRINT DO NOT DRYCLEAN (X)
W7	W8	W9
WARM HAND WASH USE MILD SOAP RINSE WELL DO NOT SOAK OR BLEACH DRIP DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)	WARM HAND WASH USE MILD SOAP RINSE WELL DO NOT SOAK OR BLEACH DRIP DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)	WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – COLD DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DO NOT IRON PRINT DO NOT DRYCLEAN (X)

C – Cool Iron

C1	C2	C3
WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DRYCLEANABLE (P)	WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DO NOT IRON PRINT DO NOT DRYCLEAN (X)	WASH BEFORE WEARING COLOUR MAY RUB WASH SEPARATELY WARM MACHINE WASH DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DRYCLEANABLE (P)
C4	C5	C6
WASH BEFORE WEARING COLOUR MAY RUB WASH SEPARATELY WARM MACHINE WASH DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DO NOT IRON PRINT DO NOT DRYCLEAN (X)	WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON IRON UNDER DRY CLOTH DRYCLEANABLE (P)	WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – COLD DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DO NOT IRON PRINT DO NOT DRYCLEAN (X)

N – No Iron

N1	N2
<p>WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY DO NOT IRON DRYCLEANABLE (P)</p>	<p>WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY DO NOT IRON DO NOT DRYCLEAN (X)</p>

K - Knitwear

K1	K2	K3
<p>WARM HAND WASH IN APPROVED WOOL DETERGENT DO NOT SOAK OR BLEACH DO NOT RUB GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRY FLAT IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)</p>	<p>WARM HAND WASH IN APPROVED WOOL DETERGENT DO NOT SOAK OR BLEACH SHORT SPIN DO NOT WRING GENTLY PULL TO SHAPE DRY FLAT IN SHADE DO NOT TUMBLE DRY WARM IRON ON REVERSE DRYCLEANABLE (P)</p>	<p>WARM HAND WASH IN APPROVED WOOL DETERGENT DO NOT SOAK OR BLEACH DO NOT RUB GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRY FLAT IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DO NOT DRYCLEAN (X)</p>
K4	K5	
<p>WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH DRY FLAT IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DRYCLEANABLE (P)</p>	<p>WARM HAND WASH IN APPROVED WOOL DETERGENT DO NOT SOAK OR BLEACH DO NOT RUB GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRY FLAT IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DRYCLEANABLE (P)</p>	

L - Lingerie

L1	L2
<p>WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE</p>	<p>WARM HAND WASH USE MILD SOAP DO NOT SOAK OR BLEACH RINSE WELL GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRIP DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE</p>

X – Delicate Garments

X1
<p>WARM HAND WASH USE MILD SOAP DO NOT SOAK OR BLEACH DO NOT RUB RINSE WELL GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRIP DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE DO NOT DRYCLEAN ⊗</p>

Note: Fabric may require **DO NOT IRON** if pleated or with coated or printed application.
 Garment may require **DRY FLAT IN SHADE** or **DRY ON HANGER IN SHADE** if it should not be pegged to a washing line.
 Supplier may need to add **REMOVE BELT BEFORE CLEANING** - belt may be substituted with **TRIM, COLLAR.**

S - Swimwear

S1	S2
<p>RINSE OUT IN COLD WATER IMMEDIATELY AFTER USE DO NOT LEAVE FOLDED WHILST WET OR DAMP WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY AVOID CONTACT WITH ROUGH SURFACES & SUNTAN PRODUCTS</p>	<p>RINSE OUT IN COLD WATER IMMEDIATELY AFTER USE DO NOT LEAVE FOLDED WHILST WET OR DAMP WASH WITH SIMILAR COLOURS GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH LINE DRY IN SHADE DO NOT TUMBLE DRY COOL IRON ON REVERSE</p>

H – Hats and Hosiery

H1	H2	H3
<p>WASH WITH SIMILAR COLOURS WARM MACHINE WASH LINE DRY IN SHADE DO NOT TUMBLE DRY</p>	<p>WARM HAND WASH IN APPROVED WOOL DETERGENT GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRIP DRY IN SHADE DO NOT TUMBLE DRY</p>	<p>WASH WITH SIMILAR COLOURS WARM MACHINE WASH MAY BE TUMBLE DRIED WARM</p>
H4	H5	
<p>SPONGE WITH DAMP (NOT WET) CLOTH & DRY IMMEDIATELY DRY AWAY FROM DIRECT HEAT DO NOT WASH</p>	<p>WARM HAND WASH IN APPROVED WOOL DETERGENT GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING DRY FLAT IN SHADE DO NOT TUMBLE DRY</p>	

A – Babies’ Accessories

A1	A2
<p>RINSE OUT IN COLD WATER WARM HAND WASH WITH MILD SOAP DO NOT SOAK OR BLEACH GENTLY SQUEEZE OUT EXCESS WATER DO NOT WRING LINE DRY IN SHADE OR AWAY FROM DIRECT HEAT DO NOT TUMBLE DRY DO NOT IRON</p>	<p>RINSE OUT IN COLD WATER WARM MACHINE WASH DO NOT SOAK OR BLEACH MAY BE TUMBLE DRIED WARM</p>

J – Lined Jackets

J1	J2	J3
<p>WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH HANG TO DRY IN SHADE DO NOT TUMBLE DRY COOL IRON DRYCLEANABLE (P)</p>	<p>WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH HANG TO DRY IN SHADE DO NOT TUMBLE DRY DO NOT IRON DO NOT DRYCLEAN (X)</p>	<p>WASH SEPARATELY GENTLE MACHINE WASH – WARM DO NOT SOAK OR BLEACH HANG TO DRY IN SHADE DO NOT TUMBLE DRY COOL IRON DRYCLEANABLE (P) REPROOF WHEN DRYCLEANED</p>
<p>J4</p> <p>WIPE OUTER SURFACE CLEAN WITH A DAMP CLOTH DO NOT WASH ALLOW TO DRY AWAY FROM DIRECT HEAT DO NOT TUMBLE DRY DO NOT IRON DO NOT DRYCLEAN (X)</p>		

U - Workwear

U1	U2
<p>WASH SEPARATELY WARM MACHINE WASH DO NOT BLEACH MAY BE TUMBLE DRIED WARM WARM IRON IF REQUIRED DRYCLEANABLE (P)</p>	<p>GARMENT IS DESIGNED FOR ONE-TIME USE ONLY DO NOT WASH DO NOT IRON DO NOT DRYCLEAN (X)</p>

Terms & Conditions

In these Terms and Conditions “SS” means “Shanghai Shore labels”
SS contracts for the sale of the goods. Customer refers to the party placing orders with SS or receiving orders placed by an authorized agent on their behalf.

1. (i) The customer shall be responsible to SS for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving SS any designs, equipment, personnel, information and instructions relating to the goods within a sufficient time to enable SS to perform the contract in accordance with its terms.

(ii) Delivery of the goods shall be made by the Customer collecting the goods at SS’s premises at any time after SS has notified the Customer that the goods are ready for collection or, if some other place for delivery is agreed by SS delivering the goods to that place.

(iii) SS will not be liable to the Customer for any loss or damage (whether direct, indirect or consequential) sustained by the Customer as a result of any delay in delivery or dispatch of the goods where such delay is caused by lack of instructions from the Customer, strikes, lock-outs, other industrial action, failure of SS’s suppliers or carriers to fulfill their obligations, or any other cause beyond SS’s reasonable control.

(iv) Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by SS to deliver any one or more of the installments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the contract as a whole as repudiated.

(v) The customer is responsible for all production costs incurred, up to and including the full purchase price of the product for orders properly placed which are subsequently cancelled. It is understood that changes to details on an order may require the cancellation and re-entry of the order in question, with any costs incurred on the original order billable to the customer. All cancellations and/or changes must be made in writing. SS will not be liable for failure to execute changes of which we have not received written confirmation.

(vi) If the customer fails to take delivery of the goods (which includes for these purposes a failure to ensure that authorized personnel are in attendance to accept delivery) or fails to give SS adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to SS, It may:

(a) store the goods until actual delivery and charge the Customer for the reasonable cost (including insurance) of storage and for re-delivery; or

(b) sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the contract or charge the Customer for any shortfall below the price under the contract.

2. (i) SS shall not be liable for any loss or damage of whatsoever kind arising from failure by SS to perform the contract, wholly or in part, which loss is caused by

(a) default by SS’s suppliers or

(b) any cause beyond the reasonable control of SS

(ii) Subject always to clause 8 below SS’s ability whether in contract or in tort or otherwise shall in every case be limited to the amount of the invoice for the goods to which the claim relates.

(iii) In no circumstances whatsoever shall SS be liable for any special indirect or consequential loss or damage or for loss of profit.

3. The deliver tolerances will be + or – 5%, The tolerances apply to each individual label

order. Every difference ordered in size, text or fiber shall be regarded as a separate label order.

4. Goods will be supplied within the following limits of tolerance, for woven labels only:

Width Up to 20mm + or – 1mm

21mm to 38mm + or – 1.5mm

39mm and over + or – 2mm

Length Up to 64mm + or – 2mm

65mm to 99mm + or – 3mm

100mm and over + or – 4mm

5. SS will, where applicable, make every effort to match the colour of an existing material or original sketch but a perfect match cannot be guaranteed.

6. (i) The risk in the goods shall pass to the Customer immediately they are delivered into either the physical custody of the Customer or its agent or otherwise to its order.

Accordingly the Customer should make its own arrangements to insure the goods against all appropriate risks from the moment of delivery.

(ii) The title and legal and beneficial ownership in the goods shall remain in SS until such time as SS has received payment in full of the price of the goods the subject of the contract and all other goods agreed to be sold by SS to the Customer for which payment is then due.

(iii) The provisions of sub-clause 6(ii) above shall apply notwithstanding that the goods may have been incorporated into or attached to other products by the Customer.

(iv) Until such time as title and legal and beneficial ownership in the goods passes to the Customer

(a) the Customer shall insure and protect the goods and also store them or otherwise keep them in such a manner which makes them readily identifiable as goods delivered by SS and the Customer agrees to use goods of the same kind and specification delivered by SS in the order or sequence in which they are delivered and invoiced to the Customer: and

(b) SS shall be entitled at any time to require the Customer to deliver up the goods to SS and if the Customer fails to do so forthwith SS or its duly authorized agent is hereby granted an irrevocable license to enter with or without vehicles upon any premises of the Customer at which SS shall have reason to believe such goods are stored and to repossess them such license and right to apply notwithstanding that the goods may have been incorporated into or attached to other products by the Customer.

(v) Notwithstanding that title may not have passed to the Customer, SS may maintain an action for the price of the goods supplied. The Customer acknowledges that nothing in this clause 6 confers any right upon it to return or reject any goods supplied to refuse, defer or delay payment for them.

(vi) Each of the sub-clauses of this clause 6 shall be separate and severable from the whole and the Customer acknowledges that SS shall be entitled to enforce this clause 6 accordingly.

7. (i) SS shall be entitled to charge the Customer in accordance with SS's ex-works charges for labor and materials from time to time in force. Estimates of charges will be given on request.

(ii) SS reserves the right by giving notice to the Customer at any time before delivery to increase the price of the goods to reflect any increase in the cost to SS, which is due to any factor beyond the control of Shanghai Shore labels (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the

costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the Customer, or any delay caused by any

instructions of the Customer or failure of the Customer to give SS adequate information or instructions.

(iii) Unless otherwise agreed in writing between the Customer and SS all prices are given by SS on an ex-works basis, and where SS agrees to deliver the goods otherwise than at SS's premises, the Customer shall be liable to pay SS's charges for transport, packaging and insurance.

(iv) The price is exclusive of any applicable value added tax (or other applicable sales tax), which the Customer shall be additionally liable to pay to SS

8. (i) SS will send invoices to the Customer before or immediately after the date on which the goods are dispatched. Any short delivery or any defect in the condition or quality of goods or their failure to comply with specification or any non – delivery or misdelivery of goods of any kind whatsoever must be notified in writing by the Customer to SS within 14 days of the date of invoice or where the defect or failure was not apparent on reasonable inspection or initial use or testing within a reasonable time after such defect or failure might ought to have been discovered. SS will not accept any late claims.

(ii) Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the same or their failure to meet specification or upon short delivery of goods is notified to SS in accordance with these Terms and Conditions SS shall be entitled at its sole discretion to replace the goods (or the part in question) or perform any work of rectification free of charge or make a further delivery of goods to make up the deficiency, but SS shall have no further liability to the Customer. If the quantity of goods delivered exceeds the contract quantity then (subject to clauses 3 and 4 above) the Customer shall be entitled to

return the excess only or to retain the whole in which case the price shall be adjusted at the contract rate then prevailing.

(iii) SS shall be under no liability:

(a) in respect of any defect in the goods arising directly or indirectly from any drawing, design or specification supplied by the Customer.

(b) if the goods have not been used, maintained, stored or protected reasonably and properly:

(c) if the Customer has executed or attempted to execute repairs, modifications or alterations to the goods:

(d) if the Customer has parted with possession of the goods

(e) if the Customer shall have failed to follow any advice or recommendations given by SS in writing to the extent only that any defects or losses can be fairly shown to have been attributable to such failure.

9. (i) Payment for all goods invoiced to the Customer is in advanced of the delivery. Time of payment shall be of the essence of the contract. Payment must be made without any deduction or set-off whatsoever.

(ii) If the Customer shall fail to pay in full the invoice by the due date then without prejudice to any other right or remedy to which SS may be entitled SS shall be entitled to:

(a) interest on the sum outstanding (including the VAT element of any invoice) at 4% Rate for the time being such interest to be compounded at quarterly intervals and to be payable both before and after any judgment.

(b) Cancel the contract or suspend any further deliveries to the Customer

(c) Appropriate any payment made by the Customer to such of the goods (or the goods supplied under any other contract between the Customer and SS) as SS may think fit (notwithstanding any purported appropriation by the Customer).

(iii) All orders are subject to a minimum invoice value of RMB 160.00 (USD \$ 20.00).

10. (i) SS may reject any materials supplied or specified by the Customer which appear to SS to be of poor quality or otherwise unsuitable. Additional costs incurred if materials are found to be unsuitable during processing may be charged.

(ii) Where poor quality or otherwise unsuitable materials are so supplied or specified, SS will endeavor to secure the best results, but SS shall be under no liability for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

(iii) The quantities of materials supplied by the Customer shall be adequate to cover normal spoilage.

(iv) All free issue materials and other property (if any) of the Customer in the possession of SS remains at the risk of the Customer throughout. Insurance cover for the Customer's property is the responsibility of the Customer both whilst the Customer's property is situated on or about SS's

premises and also whilst in transit both to and from SS's premises.

11. All drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, whether contained in the Contract or made by way of representation, have been provided by SS in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the goods, shall not be taken to be representations made by SS and are not warranted to be accurate.

12. If the Customer makes any voluntary arrangement with its creditors or (being a company) has a petition presented for its winding-up or for the appointment of an administrator or (being an individual or firm) becomes bankrupt or if an encumbrance takes possession or a receiver or administrative receiver is appointed of any of the property or assets of the Customer or if the Customer ceases, or threatens to cease, to carry on business or if SS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly then, without prejudice to any other right or remedy available to SS, SS shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and further SS shall in respect of all sums due from the Customer have a lien on all property of the Customer in its possession (whether worked or not) and shall be entitled upon the expiration of 28 days notice in writing to the Customer to dispose of such property in such a manner and at such a price as it reasonably determines and to apply the proceeds towards such debts subject to accounting to the Customer for the balance of proceeds (if any).

13. (i) Where the goods are supplied for export from China,

(a) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties therein: and (b) Unless otherwise agreed in writing between the Customer and SS, the goods shall be delivered ex-factory to the air or sea port of shipment.

(ii) In export sales payment for all amounts due to SS shall (unless otherwise agreed by SS) be made by T.T

14. If the goods are to be manufactured or any process is to be applied to the goods by SS in accordance with a drawing, design or specification submitted by the Customer or if SS is

to carry out works of modification or adaptation upon items supplied by the Customer, then in any such case the Customer shall indemnify SS against all loss, damages, costs and expenses awarded against or incurred by SS in connection with or paid or agreed to be paid by SS in settlement of any claim for infringement of any patent, copyright, design, trade mark, right of confidence or other industrial or intellectual property rights of any other person which results from SS's use of any drawing, design, specification or other item that shall have been supplied by the customer.

15. SS may licence or sub-contract all or any part of its rights and obligations under the contract.

16. The giving of time by SS to the Customer or the neglect or forbearance of SS in requiring or endorsing payment of any monies due or the variation or relaxation of these Terms and Conditions in any instance or instances shall not in any way prejudice or affect the enforceability of these Terms and Conditions on any other occasion or occasions.

17. All contracts are deemed to be entered into in Shanghai, China. The validity construction and performance of the contract shall be governed in all respects by the law of China and both parties shall submit to the non-exclusive jurisdiction of the Chinese courts.

18. These Terms and Conditions shall prevail in respect of any contract entered into by SS notwithstanding others accepted as custom of the trade or incorporated in any specification, order or order confirmation by the Customer whether written or verbal. Any purported variation of these Terms and Conditions by SS shall be valid and effective only if it is in writing and then only if such writing specifically states that it is intended as an amendment to these Terms and Conditions.

19. If any of these Terms and Conditions or any part thereof is rendered void or unenforceable by any legislation or judicial decision they shall be unenforceable only so far as such legislation or decision shall dictate and no further. Such unenforceability of part shall in no way affect or invalidate the remainder of these Terms and Conditions.

Note: SS's prices are calculated on the basis that these Terms and Conditions will apply.