

SEND TO / 发送至  
LF LOGISTICS  
BLOCK 4, NO. 1000 FENGXING ROAD, LUJIA TOWN  
215300 - KUNSHAN, JIANGSU (MAINLAND CHINA)

ITX ASIA PACIFIC ENTERPRISE MANAGEMENT, CO., LTD.  
爱特思亚太企业管理有限公司  
UNIT 409, NO. 599, FENGYANG ROAD, JINGAN DISTRICT,  
200041 - SHANGHAI, SHANGHAI (MAINLAND CHINA)  
Unified Social Credit Code:9131000059320842W

ORDER NR / 订单号	DATE / 日期		SUPPLIER / 供方		
23080-D	09/11/2023		TAKISADA (SHANGHAI) CO.,LTD. - 06856		
SEASON / 季节	BUYER / 买方		PAYMENT TERMS / 付款条件		
S 2024	3022		TRANSF. 90 DAYS (FROM ARRIVAL DATE )*		
TO / 交货地点	HANDOVER DATE / 交接日期	ARRIVAL DATE / 交货日期	INCOTERM / 付款方式	TRANSPORT MODE / 运输方式	PRESENTATION TYPE / 类型演示
CN-KUNSHAN	20/12/2023	22/12/2023	DAP	TRUCK	HANGED GARMENT

SUPPLIER REF / 供方编码	ARTICLE / 款号	DESCRIPTION / 品名	MARKET OF ORIGIN / 原产地市场	PVP / 售价
	7380/555	M.T. CAZADORA CUELLO CAMISERO DOBLE BAJO (E. CNY)	MAINLAND CHINA	59.95 EUR
				69.95 EUR
				109.00 USD
				69.99 GBP

HANGTAG LABEL / 吊卡	MAIN LABEL / 标签	EXTERNAL FABRIC / 面料	HANGING / 挂装
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TOTAL ORDER / 订单

COLOUR / 颜色	S	M	L	XL	Total / 总数
505 - KHAKI	408	595	527	320	1,850
TOTAL / 总数	408	595	527	320	1,850
UNIT LOT / 批次 1	COST PRICE / 单价:				

PURCHASER / 买方 :  
SIGNED BY / 签字 :  
DATE / 日期 :

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TAKISADA (SHANGHAI) CO.,LTD.

ALARMED GARMENT / 防盗器

WL RFID 51X51 (BLACK)

WLZCUNS012



ALARM



The label can not be folded once placed on the garment or during shipment.



Label must be placed after washing or dyeing

IMAGE AND MEASURES

APPLICATION



Sewn on all 4 sides

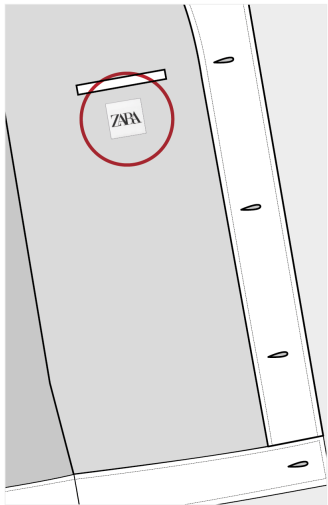
51x51|mm | 1.05 g

WASHES SUPPORTED BY THE LABEL

Wash endurance: No

INSIDE\_LEFT\_POCKET

PLACEMENT



HANGED GARMENT

The hanger type PERCHA BLASIER CRO ÚNICA will be used for hanged garment. Otherwise, it is not necessary to use a hanger

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SUPPLIER / 供方 :

TAKISADA (SHANGHAI) CO.,LTD.

SIGNED BY / 签字 :

SIGNED BY / 签字 :

DATE / 日期 :

DATE / 日期 :

GENERAL CONDITIONS OF PURCHASE:

一般采购条款和条件

1- The Parties agree that the present General Terms and Conditions shall apply to the purchase of the goods above described (Goods) and all the obligations and rights arising from time to time, for the Purchaser and the Supplier in connection therewith. These Terms and Conditions, together with the details of the Purchase Order and the Regulations, specifications or documents referred to, shall together be interpreted as one agreement for the purchase of the Goods above described. Supplier shall communicate Purchaser the acceptance of each Purchase Order by returning it, duly signed and sealed within 15 days as of the date of the order. Notwithstanding the foregoing, the Purchaser is entitled to deem accepted the Purchase Order by Supplier whenever he performs any act necessary for the production of the ordered Goods. In all event, if the Supplier's acceptance is not received within the aforesaid period of 15 days, Purchaser is entitled to, after notice sent to Supplier by any means whatsoever, understand that the Purchase Order has been rejected by the Supplier.

1- 双方特此确认本《一般采购条款和条件》应适用于上述货物（即本订单项下货物）的采购，并适用于供方和买方由此引发的或与此相关的各项权利、义务。《一般采购条款和条件》的全部条款和条件应与采购订单的具体内容、采购订单所援引的全部规范、要求、标签标识新规范等，以及货物的规格要求及说明一起，作为不可分割的整体，构成本采购订单项下货物的采购合同。供方应在买方订单发出之日起十五（15）日内通过在订单副本上签字盖章并返还买方的方式进行承诺。尽管有上述规定，但若供方以实际行为表明其已为履行订单项下货物的供应进行了必要的准备工作，则买方有权将该等实际行为视为供方已对订单进行了承诺。在任何情况下，若在前述十五（15）日期限内，买方仍未收到供方对于该订单的承诺，买方则有权自行决定以任何方式通知供方撤销该订单并视为该订单已被供方拒绝。

2- If, after the scheduled delivery date, the Goods have not been received, the Purchaser may decide freely whether to accept or reject them, without being under the obligation to pay any sums or compensations whatsoever in relation with the Goods or their rejection. Purchaser further reserves the right to pursue additional remedies caused by late delivery. If Purchaser has previously agreed in writing any delivery in several shipments, in the event of delay or non-conforming delivery of any shipment, Purchaser shall be entitled to determine at its own discretion whether to accept or reject such shipment and all other related shipments.

2- 若本订单项下货物未能于交货日期送达买方，则买方应有权自行决定是否继续接收或拒绝接收该等货物。若买方拒绝接收，买方无须支付任何金额的款项亦无须为货物承担任何赔偿之责任或义务，买方并进一步保留追究供方逾期交货责任的其他救济权利。在买方事先书面同意货物进行分批交货的情形下，若出现任何批次的延迟交付或不合格交付的情形，买方应有权自行决定是否接收或拒绝接收该批次货物以及其他任何批次。

3- Should there be any difference between the ordered Goods or the sample on which the order was based and the manufactured goods, the Supplier must not dispatch them without the written authorization of the Purchaser, who, even in such a case, reserves the right to reject the goods once they have been examined.

3- 若本订单项下制作而成的货物与该货物所基于的样品或所基于的已采购的货品存在差异的，未经买方事先书面授权，供方不得对该等货物进行运送。即便买方同意供方安排运送，买方仍保留在对货物进行检验后拒绝不符合要求的货物的权利。

4- The delivery of the goods must be made in the agreed quantity, any differences should always maintain the size breakdown proportion to be accepted. The Supplier shall communicate in advance to the Purchaser the existence of any difference in the quantity in respect of the one stated in the Purchase Order.

Where the goods are delivered in a quantity LESSER than the one agreed in the Purchase Order:

1) When the difference is lesser than 5%, the Purchaser shall accept the goods, provided that the total price agreed in the Purchase Order is reduced accordingly for the non-delivered goods, and is further entitled to deem the balance of the Purchase Order cancelled as regards the non-delivered goods

2) When the difference is 5% or upwards, the Purchaser is entitled to: a) Accept the goods, provided that the total price agreed in the Purchase Order is reduced accordingly. Then the Purchaser is entitled to deem the balance of the Purchase Order cancelled as regards the non-delivered goods or b) reject the goods and terminate the Purchase Order. In such case, the Purchaser is entitled to claim from the Supplier for liquidated damages equivalent to 50% of total amount agreed for the Purchase Order.

Where the goods are delivered in a quantity IN EXCESS of the one agreed in the Purchase Order:

The Purchaser is entitled to accept the delivered goods (including the oversupplied goods) or reject the oversupplied goods. If the Purchaser rejects the oversupplied goods, the Purchaser shall not be obliged to pay any sum or compensation, nor make any payment whatsoever relating to such oversupplied goods

4- 供方应确保其交付的货物符合本订单约定的数量及尺码，并请确保各尺码的数量差异在可接受范围内。若供方交付的货物数量与本订单约定数量和相对应的尺码存在任何差异，则供方应事先通知并与买方进行沟通。且买方有权按以下方式处理：

在交付货物数量少于订单约定数量的情形下，买方享有如下权利：

1) 若交付货物数量少于订单约定数量但短缺不超过5%的，则买方应接收货物，但前提是订单总额应相应降低，短缺部分货物应视为自动取消且短缺部分货物价款应自动从订单总额中扣减。

2) 若交付货物数量少于订单约定数量且短缺超过5%的（含5%），则买方有权自行选择按以下任一方式处理：a) 买方接受货物，但前提是订单总额应根据短缺数量作相应降低，短缺部分货物应视为自动取消且该短缺部分货物价款应自动从订单总额中扣减；或b) 拒绝接受货物并终止订单，在此情形下，买方并有权要求供方向其支付违约金赔偿，违约金金额应当相当于订单总额的50%。

在交付货物数量超过订单约定数量的情形下，买方享有如下权利：

买方有权自行选择接收货物（包括超供部分）或拒绝接收超供货物。若买方拒绝接收超供货物，则对于超供部分，买方无需向供方进行任何支付或进行任何赔偿。

5- The acceptance, whether manifest or implied, of the order implies the acceptance of the Labeling Manual, "Inditex Minimum Requirements" and of the particular or special conditions stated above. Aforesaid "Inditex Minimum Requirements" shall include without limitation, the "Inditex Code of Conduct for Manufacturers and Suppliers", the "Clear to Wear and Safe to Wear", "Metal Detecting Policy Standards" and the "CPSIA – reference Manual". No modification of these, nor the application of any different conditions, will be effective unless they bear the written consent of the Purchaser, being signed by an authorized person.

5- 供方对于本订单的承诺和接受，无论以明示或是默示的方式作出，均应视为供方已同意接受并遵守买方《Labeling Manual》以及买方"Inditex最低规范要求"的全部要求以及本订单约定的特殊条款。"Inditex最低规范要求"应包括但不限于《Inditex Code of Conduct for Manufacturers and Suppliers》、《Clear to Wear and Safe to Wear》、《Metal Detecting Policy Standards》以及《CPSIA – reference Manual》。未经买方特别授权代表书面签署同意，供方不得单方面对前述任何一般性或特殊条款进行变更或变更适用，供方单方面作出的任何变更不产生任何效力。

6- Supplier agrees that Purchaser is entitled to cancel this Purchase Order, in full or in part, at all times and at its sole discretion, by giving prior notice to Supplier. Purchaser's sole liability will be to pay Supplier all cost already incurred by the Supplier in relation with cancelled part under Purchase Order until said notice. Said costs shall be verified by Purchaser after requiring evidences from the Supplier.

6- 供方确认买方有权根据其自身需要在任何时间提前通知供方取消本订单的全部或部分货物，在此情形下，买方仅需补偿供方在上述通知前为所取消部分货物而实际产生的成本，上述成本应经买方核实，供方向买方提供证明成本的证据以供买方核实，除此之外，买方无须承担其他任何额外责任或赔偿。

7- Without Purchaser's prior written consent, Supplier shall not outsource, subcontract, or assign to any other third party this Purchase order or any rights or obligations arising or in connection with it.

7- 未经买方事先书面同意，供方不得将本订单或基于本订单的或与本订单相关的任何权利义务进行外包、分包或转让给任何第三方。

8- Upon Purchaser's requirement for destruction, Supplier is obligated to fully destroy all the rejected goods manufactured by the Supplier and which remain in its possession, regardless of whatever reason the goods are rejected (among others, late delivery, oversupplied Goods, non-conforming Goods, etc.).

8- 不管货物因何种原因被拒（包括但不限于因延迟供应、超量供应、不合格供应等原因被拒的情形），对于任何买方拒绝之供方货物，若该等货物为供方所供应且置于供方控制之下，则一经买方要求，供方须立即全部销毁该等货物。

9- This order will be subject to the Chinese law. In case of any dispute that both parties fail to settle, such dispute shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration in Shanghai in accordance with its then prevailing arbitration rules. The arbitration award shall be final and binding upon both parties.

9- 本订单应受中华人民共和国法律管辖。与本订单有关的任何争议，若双方无法友好协商解决，则应将争议提交上海国际经济贸易仲裁委员会根据其届时有效的仲裁规则在上海进行仲裁。仲裁裁决应是终局的，并对双方具有约束力。

10- The Goods must comply with regulations concerning both the composition of textile products and the constraints and limits of dangerous substances (such as formaldehyde, formalin), that were applicable regardless of the market, and the Supplier is under the responsibility towards the Purchaser, for all losses and damages, that the non compliance of its obligations can carry out.

10- 本订单项下交付的货物必须符合与纺织品成分及危险有害物质限制（如：甲醛、福尔马林等）有关的适用的全部法律、法规和标准（不限于市场）。若供方未能遵守该等法律法规或标准，则供方

应对买方因此而遭受的损失和损害承担全部赔偿责任。

11- The supplier warrants that the merchandise does not infringe any third party proprietary right and/or legislation whatsoever (including, without limitation, copyright, trademark, patent rights, trade secrets rights, unfair competition, etc.) in any territory of the world and will hold the purchaser harmless against any loss, damage, expense or cost, including, but not limited to, reasonable attorney fees, arising from any claim directly or indirectly related to the representations and warranties hereby granted and/or its breach by the supplier.

11- 供应商保证，商品不得侵犯任何第三方所有权和/或触犯世界任何管辖地无论何种法律（包括但不限于著作权、商标权、专利权、商业秘密权、不正当竞争等相关法律），并且供应商保证将使买方免于承担因与供应商在此做出的声明与保证和/或与供应商违反其声明与保证而直接或间接相关的任何权利主张所引起的任何损失、损害、费用或成本（包括但不限于合理的律师费用）。

12- The payments in CNY will be ordered on each 1st and 15th of the month or on next banking day in case of Public Holidays / Weekend. Supplier shall provide Purchaser with legally effective invoice before Purchaser's payment, otherwise, Purchaser shall be entitled to suspend the payment before receipt of the corresponding invoice. Provided that the aforesaid invoice has been sent to the Purchaser, the compute of payment date takes effect from arrival date. In addition, both parties agree that Purchaser may set-off any amount owed by Purchaser to Supplier under these Terms and Conditions or under any Purchase Order with any amount owed by the Supplier to the Purchaser or to any of its Affiliates within Inditex group (whether or not the due date has been reached).

12- 本订单应以人民币进行支付，付款日统一为日历月的第一个或第十五个日历日，如遇节假日，则付款日将顺延至下一工作日。供方应在买方付款前提供合法有效的发票，如供方延迟出具发票的，则买方有权暂缓支付货款直至供方提供相应发票。付款期限按照本订单约定执行，并自货物交付之日起算，但前提是供方已事先向买方提供了相应发票。此外，双方同意，若供方对买方或对Inditex集团任何关联公司负有基于任何订单或基于《一般采购条款和条件》之应付款项的，则买方有权选择在其对供方负有的任何订单项下或《一般采购条款和条件》项下的应付款项中进行直接抵扣。

13- This order is made in both Chinese and English. Both versions are with same legal effect. In case of any discrepancy between the two languages, the Chinese version shall be prevailing.

13- 本订单同时以中英文作成，两种文本应具备同等法律效力。如遇冲突，则以中文文本规定为准。

\* The compute of payment date take effect from arrival date

PURCHASER / 买方： ITX ASIA PACIFIC ENTERPRISE MANAGEMENT, CO., LTD.  
麦特思亚太企业管理有限公司

SIGNED BY / 签字：

DATE / 日期：

SUPPLIER / 供方： TAKISADA (SHANGHAI) CO.,LTD.

SIGNED BY / 签字：

DATE / 日期：