

SEND TO
PLATAFORMA LOGISTICA INDITEX - LEON
POLIGONO INDUSTRIAL LEÓN II FASE PARCELAS G2 Y G3, S/N
24391 - LEON, LEON (ESPAÑA)

RUE LOUIS-D'AFFRY 6, FRIBOURG
1700 - FRIBOURG, (SUIZA)
UID:CHE-112.763.766

ORDER NR 78273-25	DATE 18/03/2025	SUPPLIER JIAXING VISION GARMENT CO., LTD - 04786		
SEASON S 2025	BUYER 1500	PAYMENT TERMS TRADE FINANCE 90 DAYS (FROM SHIPPING DATE)*		
FROM CN-SHANGHAI	HANDOVER DATE 21/05/2025	INCOTERM FOB	TRANSPORT MODE SHIP	PRESENTATION TYPE BOX

SUPPLIER REF	ARTICLE	DESCRIPTION	MARKET OF ORIGIN	PVP
4786/241	4786/241	W.VESTIDO MINI M/CORTA DETALLE BORDADO	MAINLAND CHINA	119.00 AUD
				50,990.00 CLP
				399.00 BRL

COMPOSITION'S INFORMATION		
COMPOSITION LABEL / PART COLORS 800-BLACK		
OUTER SHELL	EMBROIDERY	100% POLYESTER 100% RECYCLED POLYESTER RING SPUN
	MAIN MATERIAL	100% COTTON 100% ORGANIC COTTON


CARE INSTRUCTIONS
MACHINE WASH UP TO 30°C/86°F GENTLE CYCLE DO NOT BLEACH IRON UP TO 110°C/230°F DRY CLEAN TETRACHLORETHYLENE DO NOT TUMBLE DRY

HANGTAG LABEL	MAIN LABEL	EXTERNAL FABRIC	HANGING
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TOTAL ORDER

COLOUR	XS	S	M	L	XL	Total
800 - BLACK	130	225	230	150	65	800
TOTAL	130	225	230	150	65	800

UNIT LOT 1	COST PRICE: 11.80 USD
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PRENDA ALARMADA
<div>RFID</div> <div>Use of original VST-25R alarm is compulsory (supplied exclusively by TYCO)</div>

ITX TRADING, S.A.

GENERAL CONDITIONS OF PURCHASE:

- 1.- Purchaser and Supplier, both as identified in the Purchase Order above (the "Parties"), agree that the present General Conditions of Purchase (the "General Conditions") shall apply to the purchase of the goods above described (the "Goods") and all the obligations and rights arising in connection therewith. These General Conditions, together with the foregoing details of the purchase of the Goods (the "Purchase Order") and the regulations, specifications or documents referred to shall together be interpreted as one agreement for the purchase of the Goods. Supplier shall communicate to Purchaser the acceptance of each Purchase Order within 15 days as of its date. Notwithstanding the foregoing, the Purchase Order shall be deemed accepted by Supplier whenever he performs the necessary acts for starting the production of the Goods. In all event, if 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, understand that the Purchase Order has been rejected by Supplier.
- 2.- If, after the handover date as per the Purchase Order, the Goods have not been received, Purchaser may freely decide whether to accept or reject them, without being under the obligation to pay any sums or compensation whatsoever in relation with the Goods or their rejection. Notwithstanding the foregoing, if Purchaser has previously agreed in writing any delivery of the Goods in several shipments, in the event of delay or non-conforming delivery of any shipment, Purchaser shall in addition be entitled to determine at its own discretion whether to accept or reject such shipment and any other related shipments of the Purchase Order. When the delivery schedule(s) is in danger for reasons not attributable to Purchaser, the Products will be delivered, at Supplier's expense, according to the fastest method available, so that said schedule is met; in the event that the cost derived from the change to the fastest method available is borne by Purchaser, said cost will be offset or debited in accordance with section 11 below.
- 3.- Should there be any difference between the sample on which the Purchase Order was based and the manufactured Goods, Supplier must not dispatch them without the written authorization of Purchaser, who, even in such a case, reserves the right to reject the Goods once they have been examined.
- 4.- The delivery of the Goods must be made in the agreed quantities and any differences should always maintain the size breakdown proportion to be accepted by Purchaser. Supplier shall communicate in advance to Purchaser the existence of any difference in the quantities in respect of the ones stated in the Purchase Order.
- 5.- Where the Goods are delivered in a quantity lesser than the one agreed in the Purchase Order: (i) if the difference is less than a 5%, Purchaser shall accept the Goods provided that the total price agreed in the Purchase Order is reduced accordingly for the non-delivered Goods and then, Purchaser is further entitled to deem the balance of the Purchase Order cancelled as regards to the non-delivered Goods, and (ii) if the difference is a 5% or upwards, Purchaser is entitled to: a) accept the Goods, provided that the total price agreed in the Purchase Order is reduced accordingly for the non-delivered Goods and then, Purchaser is further 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 and, in such case, to claim from Supplier pursuant to section 13 below.
- 6.- Where the Goods are delivered in a quantity in excess than the one agreed in the Purchase Order, Purchaser is entitled to accept the delivered Goods (including the oversupplied Goods) or reject the oversupplied Goods and then, Purchaser shall not be obliged to pay any sum or compensation whatsoever relating to such oversupplied Goods.
- 7.- The acceptance, whether manifest or implied, of the Purchase Order implies the acceptance of these General Conditions and of the regulations made available to the Supplier on the website <https://extranet.inditex.com>, as well as the ratification of the "Inditex Minimum Requirements" (the "IMRs") which were already agreed upon by the Supplier with the group of companies of Purchaser (the "Inditex Group"). The aforementioned regulations and IMRs are available in their current version on the aforesaid website. The Supplier is obliged to adopt all necessary measures to ensure compliance with the IMRs and the rest of the regulations mentioned herein. The Supplier shall disclose and ensure compliance with the IMRs and all related regulations mentioned herein to all manufacturers to whom production is assigned or outsourced or who are involved in the supply chain with the Inditex Group.
- 8.- Supplier shall not assign this Purchase Order or any rights or obligations arising from or in connection with it or these General Conditions, or totally or partially outsource the production of the Goods, unless it has been duly informed and authorized through the relevant tools made available to Supplier by Purchaser. In case of non-compliance and notwithstanding what is set forth in section 13 below, Purchaser reserves the right to terminate the Purchase Order without being under the obligation to pay any sums or compensation whatsoever or otherwise apply any agreed appropriate penalty on the price agreed in the Purchase Order.
- 9.- Supplier acknowledges that rejected Goods, regardless of the reason (among others, late delivery, oversupplied goods, non-conforming Goods, etc.), must be handled according to the Purchaser's instructions based on the applicable regulations in matters of waste hierarchy. The Supplier is obligated to sign any convenient documents to carry out any appropriate formalities (including the relevant ones in Purchaser's platforms) and to follow such instructions, including any terms given to that effect, regardless of where the Goods are stored and, if applicable, at its cost and providing Purchaser with certified written proof of the implemented measure.
- 10.- The Goods must comply with laws and regulations, including but not limited to the laws and regulations concerning the composition of products and the constraints and limits of dangerous substances, that are applicable regardless of the market. Further, Supplier guarantees that all Goods are not sourced from endangered species of plants or animals.
- 11.- Supplier represents and warrants that (i) the Goods do not infringe any industrial or intellectual property rights (including, among others and without limitation, copyright on any type of work, distinctive signs, inventions and/or trade secrets (the "Assets"), nor any regulation of any kind that directly or indirectly regulates these matters, in any territory of the world, including cases of unfair competition; (ii) it has all the necessary permits, licenses and/or authorizations for the fulfillment of its obligations as established in these General Conditions and in the Purchase Order itself; (iii) expressly assigns to Purchaser, in consideration of the agreed price, exclusively, worldwide and for the maximum time legally permitted, any industrial or intellectual property rights that may exist over any creation or element made available by Supplier, directly or indirectly, and in any way or form, to Purchaser under these General Conditions and the Purchase Order itself. Supplier may only use the Assets of Purchaser and/or the Inditex Group, if it has the express, prior and written authorization of Purchaser and/or the Inditex Group company expressly authorized by it. The use authorized by Purchaser to the Supplier will not imply in any case the assignment of any rights over the Assets or over any confidential information shared, as it will always be the exclusive property of Purchaser and/or the relevant Inditex Group company.
- 12.- The cost price of the Goods is exclusive of any tax applicable. The payments in EUR will be ordered on each 1st and 15th of the month and the payments in USD on each 10th and 25th of the month, or on the next banking day in case of public holidays / weekend. Supplier shall provide Purchaser with a legally effective e-invoice before Purchaser's payment; otherwise, Purchaser shall be entitled to suspend the payment until receipt of the corresponding e-invoice in the respective payment system of Purchaser.
- 13.- Both Parties agree that Purchaser may set-off any amount owed by Purchaser to Supplier under these General Conditions or any Purchase Order with any amount owed by Supplier to Purchaser or to any of its affiliates within the Inditex Group (whether or not the due date has been reached). In addition, in the relations between the Parties, incidents sometimes arise regarding the Goods (e.g. quality problems, surplus or less quantity, delays or advances in the delivery date or, in general, non-compliance with the regulations, the IMRs or Supplier's obligations with its employees or third parties within the supply chain of the Inditex Group), which will allow Purchaser to make debits or credits on the invoices or to retain any amounts pending payment to Supplier until its resolution. In view of the fact that the contractual relationship needs to be dynamic, both Parties agree that once 20 business days have elapsed since the communication of the debit or credit note to Supplier, without the latter having expressed its opposition, said debit or credit notes will be understood to be definitively accepted by Supplier.
- 14.- Supplier is independent and shall act in its own name and on its own behalf. Nothing contained in these General Conditions shall be construed to constitute the relationship between Supplier and Purchaser as a partner, agency, labour, franchise or joint venture one.
- 15.- The Supplier shall be liable for any damages, losses or costs arising from any non-compliance, or partial or faulty compliance, with its legal obligations or the ones stated herein or the Purchase Order or with its obligations with its employees or third parties within the supply chain of the Inditex Group. Supplier will defend, indemnify and hold harmless Purchaser, its affiliates (within the Inditex Group) and their respective shareholders, officers, directors, employees, successors and permitted assigns from and against all losses, damages, liabilities, actions, judgements, costs or expenses of whatever kind, including, but not limited to, reasonable attorneys' fees, arising from any claim directly or indirectly related to the representations and warranties hereby granted and/or the obligations or commitments stated herein and/or their breach, being Purchaser allowed to retain and/or use any of such amounts pending payment to Supplier for such remedial purpose.
- 16.- These General Conditions and the relevant Purchase Order will be subject to and construed according to the laws of Switzerland, excluding application of any conflict of laws provisions. Any conflict, discrepancy or claim arising from or related to these General Conditions and the relevant Purchase Order will be submitted to the jurisdiction of the courts of justice and tribunals of the city of Fribourg (Switzerland), expressly waiving any other which might correspond to either of the Parties.

* The compute of payment date taking effect from shipping date