

fashion fair

Conditions and Instructions of Purchase Order & Bar coding/Labeling Requirements

fashion fair

(Established 1981)

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Conditions and Instructions of All Purchase Order

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AMENDMENTS TO CONDITIONS & INSTRUCTIONS: May be posted on this web site(<http://www.fashionfair.com.au>) from time to time. Although Fashion Fair will endeavour to inform you of any change, it is your responsibility to ensure that you are conversant with these requirements and any amendments thereto.

Fashion Fair Conditions of Purchase

These are our standard conditions of purchase for all garments purchased by Fashion Fair and its related companies. These conditions incorporate the Homeworkers Code of Practice, which applies only to Australian manufacture.

These conditions may be amended at any time with or without notice to yourselves.

We will only pay your account electronically.

Our promise to you –

Your invoices will be paid on time, within the agreed terms, unless there is a dispute, subject to our standard conditions of purchase.

What we expect from you –

(Standard Conditions of Purchase)

These conditions over-ride any stipulation to the contrary on any statement, invoice, delivery notice or any other document issued by you in connection with any order or delivery of goods.

All orders are placed on the condition **(which condition shall be deemed acceptable by you by acknowledgment or by delivery of goods purportedly in accordance with the order)** that the goods supplied in response to any order comply in all respects with all statutes, rules and regulations, whether Federal or State, currently in force in all states of Australia, and that they correspond with the description of the goods ordered and that they are fit for our purpose.

In the event of any breach of this condition, we may at our option treat the contract as repudiated at any time after delivery and reject the goods supplied, withhold or recover, as the case may be, the purchase price and charge you for the cost of handling, checking, storing and returning the goods.

Alternatively, we may accept the goods and recover from you damages including damages in respect of loss of trade or injury to goodwill, or other loss or expense suffered or incurred as a result or consequence of, or arising directly or indirectly, out of your breach.

Items are to be packed exactly in accordance with the order and packing list or will be returned at your expense. Part deliveries or part packs are not acceptable. The order may then be cancelled or otherwise at our discretion.

To avoid getting stock back and cancellations, if you want to short deliver or over deliver, you must first obtain our agreement and obtain a new packing list. Our agreement is not guaranteed and the order may be cancelled.

If goods are delivered late may attract a 10% penalty plus GST of the retailed value as a reasonable estimate of the loss incurred by us by reason of being unable to sell the goods at the proper time, or the delivery may be cancelled or, if received by us in error, may be returned to you at your expense. If you fail to deliver the goods or we cancel for late delivery, we may sue you for damages for non delivery or we may charge you 10% of the retailed value of the order at the time when the goods ought to have been delivered as a reasonable estimate of the loss incurred by us by reason of being unable to sell the goods at the proper time.

You are responsible for all freight and handling charges on deliveries to us including unloading of containers, or any rejected items returned, and you assume full responsibility for these items immediately they have been collected by the carrier handling any deliveries or returns, no matter where collected from, until delivered to us, or returned to you, as the case may be.

All items are accepted subject to our inspection; and all items are to be as ordered and made to suitable quality and fit.

Acceptance of any item may not constitute acceptance of the whole order.

Pursuant to the Trade Practices Act, no time limitation may be imposed by yourselves as to return of faulty goods.

For garments manufactured in Australia, it is a condition of all orders that you undertake to comply with all the laws and regulations, including applicable awards, relevant to the engagement of the homeworkers. We reserve the right to cancel the order and/or return all or part of same, if it is suspected that you have breached this undertaking.

REGISTERED TRADEMARK 620900 “FASHION FAIR”

Please note that Fashion Fair Pty Ltd are the registered owners of trademark 620900 “Fashion Fair” and as such any goods which you have with the Fashion Fair label, swing ticket or price ticket or any other brand identified with the trademark must have all marks removed prior to selling to any other person.

This applies whether or not the goods are of first quality or are our returns.

Failure to remove all identifying marks will result in legal action being taken against yourselves and any person to whom you have sold these goods, requiring destruction of the goods, full accounting for same and remittance of all profits to ourselves. We will also seek punitive damages, as well as all legal costs.

You may also be liable for “passing off” under the Trade Practices Act.

Your attention to this matter is therefore requested and will be in your best interests.

GOODS AND SERVICES TAX (GST)

Being a registered business, we are entitled to claim input tax credits (GST paid on taxable supplies in the course of our business) from the Australian Taxation Office if the supplier of our goods and services is a registered business.

If you claim to be a registered business for GST but cannot provide us with a tax invoice or an Australian Business Number (ABN), we will either:

- deduct from the invoice total a withholding tax at the marginal rate of 48.5% plus 10% penalty charge to compensate for GST or
- withhold payment of your invoice until we receive your ABN or tax invoice or
- cease doing any business with your company

To avoid the occurrence of any of the above-mentioned consequences, we require a valid tax invoice showing a valid ABN with all goods and services received by us.

Fashion Fair has always complied with all tax and legal requirements and will therefore refuse to deal with businesses whose views are otherwise.

LABELLING OF CARTONS

Please write **your style number** and **our order number** on outside of each carton or bag. Cartons or bags not marked accordingly will be rejected.

RETURNS AND CLAIMS FOR FAULTY STOCK

No faulty stock will be returned, **You will benefit by not paying handling costs (postage, freight, our time wasted at post office etc.), and your associated costs of disposing of such faulty garments** with the following exceptions. If a majority of the line is faulty; or if the item in question although not faulty has been bought as a match to a faulty item, then all of the stock will be physically returned and cannot be replaced by yourselves. These faults may be discovered at time of examination of our warehouse staff, by comments and investigation by our shop staff or the result of excessive customer returns. These faulty items will still be returned at your expense including handling charge, all of above unless agreed otherwise.

In all other cases, a credit claim will be made by ourselves, without the handling costs involved in sending garments back to yourself. Faulty goods will be held in the back office of each shop for inspection and verification by our supervisors. When verified as faulty, the goods will be placed in a charity clothing bin. Our staff are prohibited from buying or selling such faulty items, in order to eliminate fraudulent claims.

Your account will reflect the cost of the faulty goods but without the handling costs.

Please note, that pursuant to the Trade Practices Act and any subsequent legislation, it is an offence to attempt to put a time limit on return or claim for faulty items.

ENVIRONMENTAL CONSIDERATIONS

All stock for stores to be in ONE bulk plastic bag, with NO tissue. Stock for warehouse to be packed as "PU" on order, and not in individual bags except where "PU" = 1. Where no PU is specified pack 3 solid colour/size per poly bag, not in individual bags. Failure to comply with this Environmental Consideration request may result in the order being cancelled and returned at your expense; if order is accepted you may be charged the costs of disposing of excess packaging. All Jewellery items are still to be packed in individual bags, inside a large PU pack. Outer cartons must be 4 ply minimum quality, securely sealed and strapped.

- All stock must have the bar coded price sticker attached facing outwards, in accordance with instruction supplied with these tickets, or at commencement of business with ourselves.
- All cartons to be packed as per our Pick List supplied to you, identified as stated further within this document. NO CARTON TO EXCEED 15kgs. (OH&S Regulation).
- Invoice and packing lists must accompany all deliveries. Separate invoices & packing list for each style.
- Mark each carton with shop name, style number, invoice number, colours & sizes etc., in accordance with the following instructions

YOU MUST REQUEST OUR PACKING INSTRUCTIONS NO EARLIER THAN 30 DAYS PRIOR TO DELIVER DATE ON YOUR ORDER.

* GOODS NOT PACKED IN ACCORDANCE WITH OUR PACKING LIST, OR NOT IN ACCORDANCE WITH ANY OF THE CONDITIONS HEREIN, AND NOT COMPLYING WITH OUR "CONDITIONS OF PURCHASE" MAY BE RETURNED AT YOUR EXPENSE, THE ORDER CANCELLED, AND ALL CHARGES, DIRECT OR INDIRECT, COSTS, AND LOSS OF PROFITS MAY BE CLAIMED FROM YOURSELF. "Loss of Profits" are currently assessed at 10% of our selling price plus GST; such percentage variable at our sole discretion)

ONLY ONE STORE PER CARTON. Mark each carton in accordance with above instructions. **Only ONE style can be packed into the same carton** unless instructed by email, provided:

- a) carton does not exceed 15kgs gross weight and is minimum 4 ply quality;
- b) invoices and detailed packing lists are supplied;
- c) cartons are clearly marked with store name and all other details as stated herein; and

STORE 301 (WAREHOUSE) INSTRUCTIONS

Any stock for store "301" (Warehouse) is to be packed solid colour/size per poly bag in units specified in this order ("PU"). Where no PU is specified, each item to be solid packed per size/colour; 3 per poly bag with bar codes facing outwards. Do not use individual bags except for jewellery and for item where "PU" = 1. All Warehouse (store 301) cartons to be clearly identified with style number, order number, colour, size, invoice, and packed solid colours/size/innings per carton; Can NOT mix color and size in a carton. LATE DELIVERIES, early deliveries (unless either is authorized) may be refused, or if accepted in error, returned at your expense, and all costs (direct and indirect) claimed, or subject to penalty if we decide not to return. Late deliveries may also be cancelled at our discretion, or charged up to 10% of the cost price of the order. This charge may also apply to any orders cancelled by yourself. Your cancellation may, at our sole discretion, attract a penalty of 10% of the retail selling price, as fair compensation for Loss of Profit. Request another packing list, a \$50.00 charge may apply. All amounts plus GST.

WARRANTY AND UNDERTAKING: You WARRANT and UNDERTAKE that the ph level of items will be between 4 and 7.5; formaldehyde residue does not exceed 30 parts per million; items do not contain Azo dyes which release aromatic amines, and that there are no dangerous chemicals in items supplied.

YOUR SUPPLY OF THIS ORDER IS YOUR ACCEPTANCE OF THIS WARRANTY AND UNDERTAKING REQUIREMENT. If requested, you will produce for inspection your current insurance policy for product liability, with minimum cover of \$20,000,000-00 (Twenty Million Dollars).

*Any questions? Please ask! Thank you for supplying Fashion Fair.

Fashion Fair

Barcode labels for price tags

Labels must be supplied by **Checkpoint ALS** through their agent in China/Hong Kong, Bangladesh, or Australia, as needed.

What is **Checkpoint ALS** (Apparel Labeling Systems)?

Checkpoint Systems ALS provides apparel manufacturers, distributors and retailers worldwide a single source for technology driven integrated supply chain solutions to brand, track and secure consumer goods.

ALS combines Data Management expertise, Printing capabilities and a Global Footprint to deliver the most comprehensive labeling Service available in the market today.

With **service bureaus** in over **30 countries**, close to the heart of the world's major production centers, **Checkpoint** can **print and code any label or ticket** on demand and deliver it in a **fast and efficient** manner.

In ASIA, **Checkpoint** has 12 print shops(agents):

Bangladesh	China (x2)	Hong Kong	India (x3)	
Indonesia	Cambodia	Pakistan	Sri Lanka	Taiwan
Vietnam	Korea			Thailand

Should you require labels in countries other than China/Hong Kong, Bangladesh, or Australia, please contact Fashion Fair so that we can make appropriate arrangement. Note that you should order labels from the nearest Checkpoint office (details on next pages) to manufacturing location.

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at the Speed of Fashion

fashion fair

How to START:

Fill out and download the **New Customer Application Form (Credit Application Form)** from our web site (<http://fashionfair.com.au/forms/ffnewclientform.php>) and email to **Checkpoint** at:

Angus.Yeung@checkpt.com

– This sets you up on the Checkpoint system and takes one day. (It is suggested that you do this as soon as convenient.) You **ONLY** need to send this application once to open the account with Checkpoint.

When you have a manufacturing order from Fashion Fair, email Checkpoint and quote order number/s, style number/s, and address closest to at where these are required.

- Fashion Fair will supply all data associated with the order number directly to Checkpoint.
- Fill out your information on our web site (<http://fashionfair.com.au/forms/fflabelform.php>), download and email the **TAG(ticket) Order Form** to Checkpoint from

Send your email order to Checkpoint closest to manufacturing location at:

China/Hong Kong: Angus.Yeung@checkpt.com

Bangladesh: Jafar.Sadique@checkpt.com

Australia: Mark.Gargan@checkpt.com

If there are changes required **after** the **manufacturing order** has been sent to you or if you need **extra tags**:

- You have the facility to send further email with further details.
- **Your tag order will take 5 working days maximum** to be produced, for order which it will be shipped directly to the address nominated on your email order. Please allow for shipping time and any local holiday. All charges payable by yourself. It is your responsibility to order tags well in advance.



Any questions regarding your order and tags please contact:

Region:	China/Hong Kong	Bangladesh	Australia
	Phone: +852 2942 3928		Phone: +61 2 8853 0329
	Mobile: +852 6628 6909	Phone: +88 02 9110322	Mobile: +61 447 477 300
Tel:	Fax: +852 2176 4120	Fax: +88 02 9111870	Fax: +61 2 9894 0505
Contact:	Angus Yeung	Jafar Sadique	Mark Gargan
Email:	Angus.Yeung@checkpt.com	Jafar.Sadique@checkpt.com	Mark.Gargan@checkpt.com
Address:	4/F, Block A, Shatin Industrial Centre, 5-7 Yuen Shun Circuit, Siu Lek Yuen, Shatin, New Territories, Hong Kong	UTC Building (Level 1 - 12) 8 Panthapath, Dhaka Bangladesh	PO Box 6326 Baulkham Hills BC 2153

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New Barcode Ticket and Pack barcode ticket from Checkpoint:

Here is the new barcode ticket from Checkpoint.

<p>Supplier ○ SKU</p> <p>Description xxxxxxxxxxxxxxxx</p> <p>OrderNo StyleNo</p>  <p>Barcode no</p> <p>Color</p> <p>Size \$ Price</p>	<p>Information is match with the barcode file emailed to Checkpoint.</p> <p>This is a REAL example of the new barcode ticket layout.</p>	<p>60410 ○ 1856</p> <p>Bengaline pants 3 btn waistband</p> <p>202516 3251J</p>  <p>194150</p> <p>Black</p> <p>6 \$18.95</p>
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Sliding Loop lock (pin):

If garment comes with belt(or other accessories) together, it need plastic Sliding Loop Lock(pin)s to attach to the garment securely.

Hanging Straps:

All garments without straps need hanging straps of appropriate length. These straps are to be clear plastic. This instruction relates to all wide neck t shirts, all tops, strapless dresses, and where else appropriate. It does not apply to pants unless of unusual design.

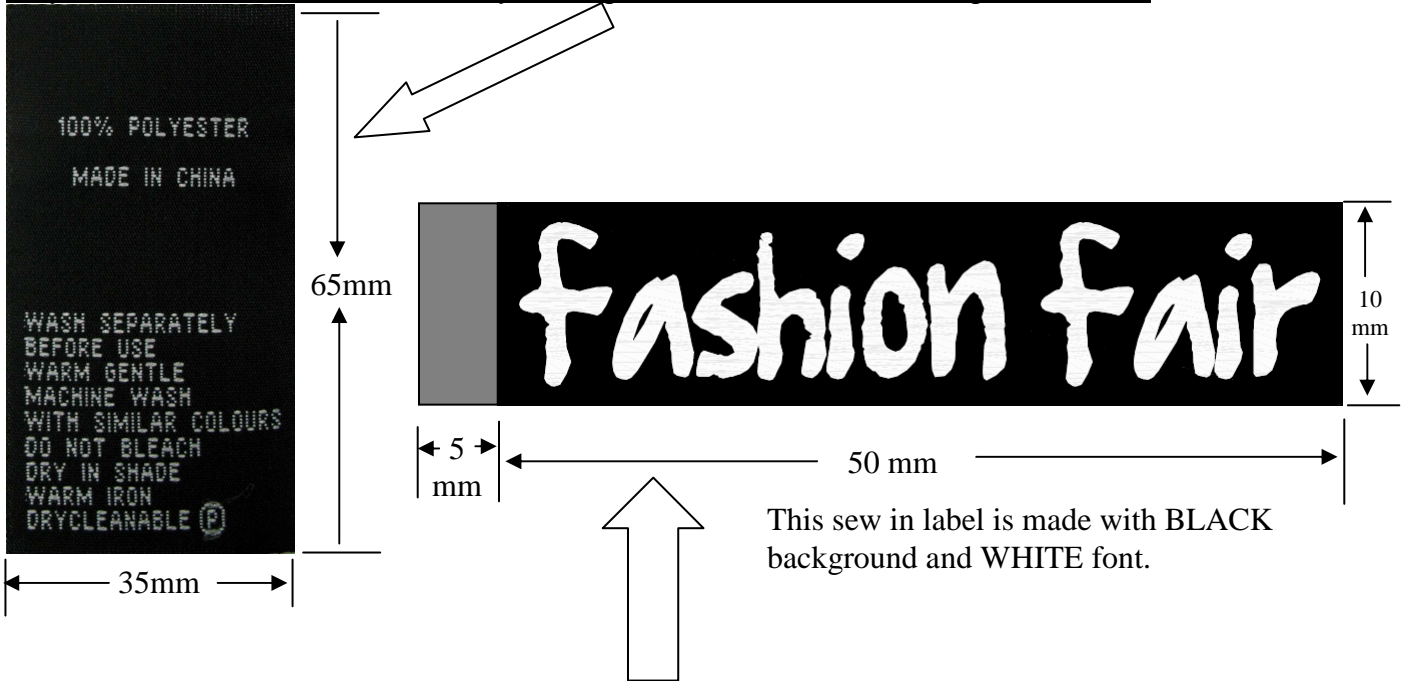
Fabric & quality:

Samples are given to you, or bought from, for style only. It is your responsibility to ensure correct fit, fabric, finish, and construction.

Garments using substituted fabrics from the original samples from which orders have been placed will be returned at your expense, and a charge of 10% of the retail selling price made.

All labels include FashionFair logo Sew In label, Size label and Care (Washing Instruction & Content) label must made by Double Woven of BLACK woven with WHITE font. All of these are supplied by yourself and you need to get approval before production. Country of original need to print on the size label. These labels must be Blind Stitched.

Care(Washing Instruction & Content) Label - supplied by yourself made by Double Woven. Instructions must weave in English, not symbol only. **NOTE:** These instructions are for sample only. You **must** use correct Country of Origin, Contents and Washing Instruction.

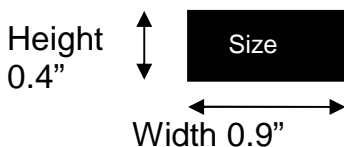


SEW IN (Fashion Fair Logo) LABEL – supplied by yourself made by Double Woven and Not folded (Note: You need to follow the following the requirements listed below to produce this logo label and get approval from Fashion Fair). This sew in logo label need to be sewn VERTICALLY on the garment. 5 mm on the LEFT is in BLACK color for sewing/stitching on garment.

Size Label information for “Fashion Fair” Size and Care Label

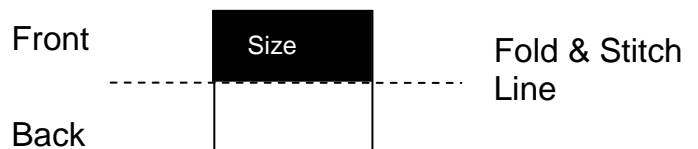
All “Fashion Fair” Labels are double woven labels and supplied by yourself. Size and Care Labels must both be black ground with white font

Finished Size Label Size



Note: Please use same colour and quality for size label as the Sewin label

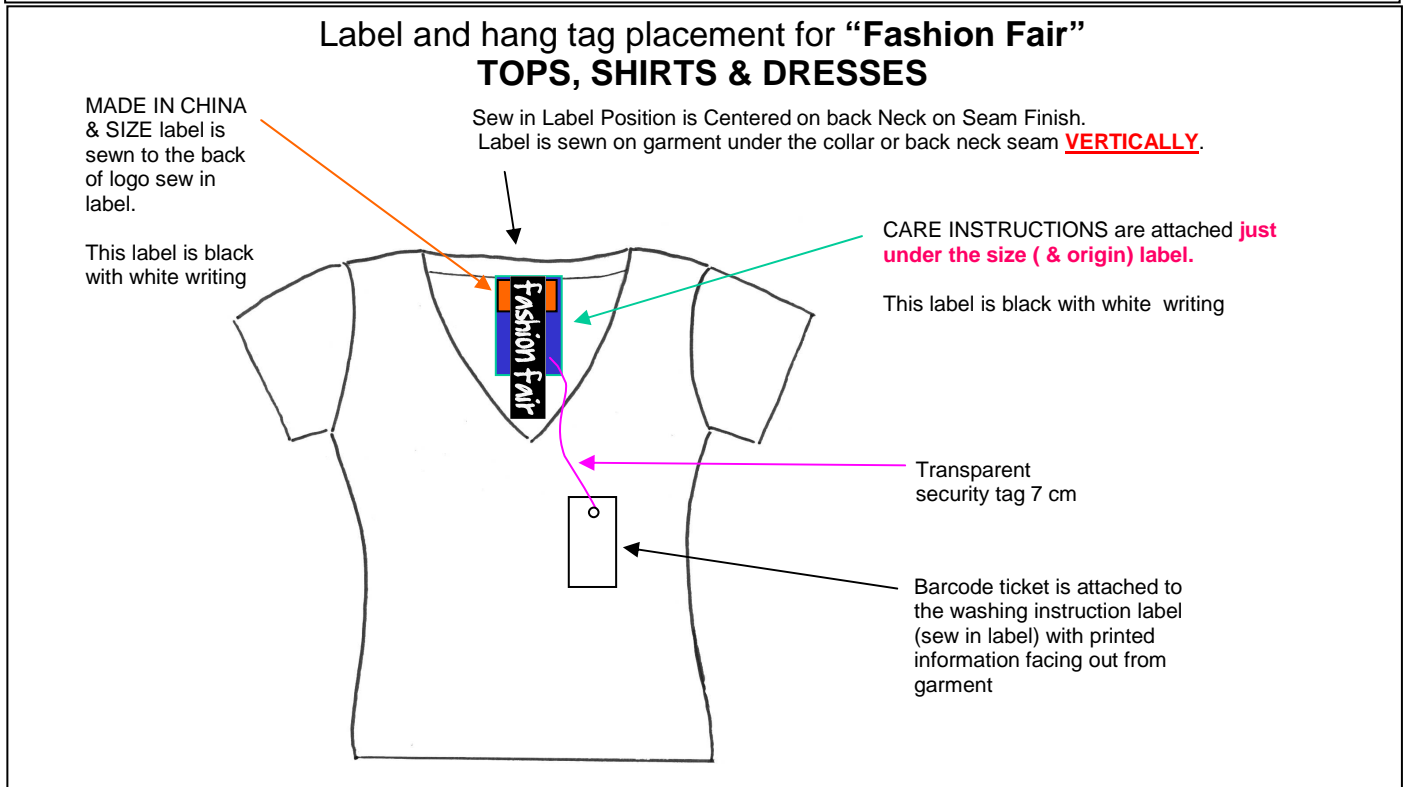
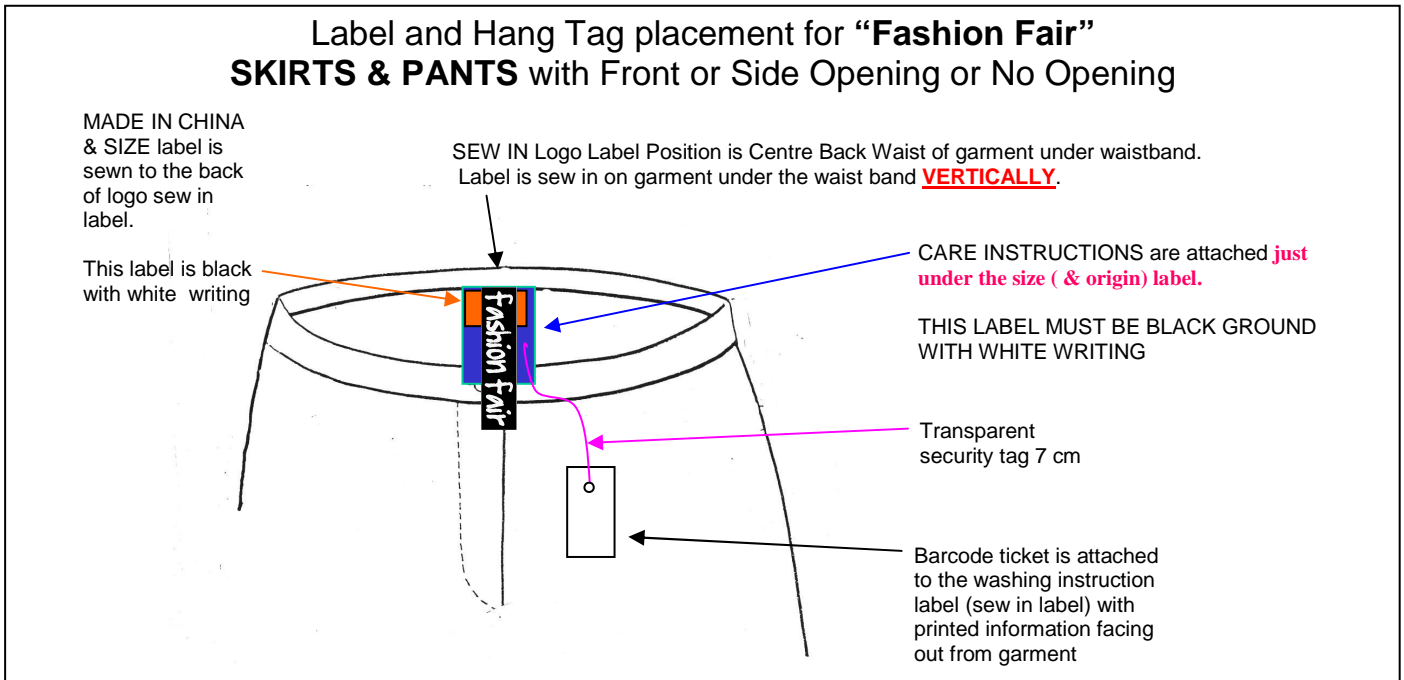
Unfinished Size Label



Size Label is attached to bottom Centre Of the Sewin Label

All labels must be Blind Stitched.

Positions for Sew in & Washing Instruction labels & Size labels



Sew in labels positioning orders (from top to bottom):

1. Fashion Fair logo sew in label
2. Size Label
3. Washing Instruction (barcode ticket attach to this label)

Country of origin label:

All stocks you supplied must have the “Country of Origin” label.

Belt and Scarf must have hanging hook.

Fashion Fair – Supplier Delivery Requirement (effected from May 2008)

Labeling of Cartons

Warehouse Stock

All cartons for the Fashion Fair warehouse are to be labeled clearly with the following information:-

1. Supplier Name
2. Style Number Must be numeric (No letters) No more than 6 digits. (Printed no smaller than 7 centimeters high on each side of the carton.)
3. Colour
4. Size
5. Qty

Cross Dock Stock (marked with store names)

6. Supplier Name
7. Style Number
8. Store name
9. Store Number

All carton markings are to be in English.
Information on the cartons must be correct

Please make sure that no other labels, e.g. transport or store number labels cover the required information.

Consequences of Non-compliance

Charges may be applied if it is necessary to open cartons, check stock and mark cartons with required or correct information. An hourly labour rate will be applied plus a \$50 warehouse administration charge and a \$50 Fashion Fair administration charge will apply.

Packing Lists

Packing lists **MUST BE** provided at the time the goods are received into the Fashion Fair warehouse. These can be fax or email in advance or send with the delivery.

Consequences of Non-compliance

Deliveries without packing lists will be refused.
A \$50 warehouse administration charge and a \$50 Fashion Fair administration charge will apply.

Delivery of Stock

Stock is to be delivered to the Fashion Fair nominated warehouse in a manner that it can be easily checked. Carton markings are to be to the outside and pallets are to be stacked in a consistent manner to enable accurate checking to be carried out quickly.

Stock sent for the Fashion Fair warehouse should be separated from stock which is pre packed for Fashion Fair stores.

The transport company delivering containers to FF must contact Glenn Millard at Supply-LINQ, Fairfield East preferably by email at vreceiving@supply-linq.com.au or on (02) 9722 0709 to arrange delivery date and timeslot. Time slots will be allocated the day prior to delivery. Normal delivery time is between 7.00am and 2.00 pm Monday to Friday. Empty containers must be picked up by the end of two (2) working days.

LATE DELIVERIES: Not accepted without prior approval. Any deliveries received later than five(5) working days after the original delivery date as imprinted on the order, are subject to a 5% (five percent) late delivery charge. This is calculated on the cost price, plus GST.

We reserve the right to refuse acceptance of late deliveries at any time, notwithstanding your advice to us of any delay to the delivery.

EARLY DELIVERIES: Not accepted without prior approval. If not approved, and you deliver, you will be requested to collect these deliveries at your expense, and you will also be liable for all charges imposed by Supply Linq.

FULL CONTAINER LOADS: These must be booked prior to delivery with Supply Linq. Fashion Fair does not pay the costs of unpacking these containers; it is your responsibility to arrange this with Supply Linq. You must open an account with Supply Linq to enable this work to be undertaken.

Consequences of Non-compliance

Where poor stacking of stock creates additional checking time and re-stacking of stock an hourly labour charge may apply along with a \$50 warehouse administration charge and a \$50 Fashion Fair administration charge. This administration fee is not payable if you have an account with Supply Linq.

If containers are not booked in they may be turned away.

A \$50 warehouse administration charge and a \$50 Fashion Fair administration charge may apply.

Carton Weight, Size and Quality

Under OH&S manual handling guidelines the following rules apply:-

Cartons are not to be in excess of **15 kg**

Cartons should be of a reasonable size to allow manual handling

Cartons should not be over or under filled. (Overfull / under filled cartons will not safely stack on pallets)

Cartons should be of sufficient quality (at least “4 ply” cardboard) to travel to the FF warehouse undamaged. They must be able to stack safely on pallets and be strong enough to continue the journey from the warehouse to the FF stores

Consequences of Non-compliance

Additional charges may apply if the cartons are of poor quality, are difficult to handle and cannot be safely stored on pallets. A \$50 warehouse administration charge and a \$50 Fashion Fair administration charge will apply. Costs of new cartons and repacking will also be charged.

Warehouse Location

The Fashion Fair warehouse is operated by Supply-LINQ Pty. Ltd. as independent contractors.

Pallets & Loose cartons ONLY

Door **5**, 19-23 Seville Street,
Fairfield East, NSW 2165
Phone: 02 8717 3900 Fax: 02 9727 9014
Email: bookingconf@supply-linq.com.au

Containers ONLY

Door **3**, 19-23 Seville Street,
Fairfield East, NSW 2165
Phone: 02 9722 0709
Email: vreceiving@supply-linq.com.au

You must contact Bryce Ferguson on 03 8795 4111 (or mobile: 0418 559 049, email: bferguson@supply-linq.com.au) to open an account if you require containers unpacked or stock to be re-worked by Supply-Linq. Fashion Fair does not pay for these jobs.

Examples of contents print on the carton:

Fashion Fair Cross Dock Stocks (for delivery to stores)			
Supplier name:		Style number:	
Order number:		Packed QTY:	
Store name:		Store number:	

Fashion Fair Warehouse Stocks					
Supplier name:			Style number:		
Order number:			Packed QTY:		
Color	Size				