

AMERICAN CRAFTS STANDARD TERMS AND CONDITIONS

1. **Scope.** All deliveries of goods and the rendering of services by you (“**Seller**”) to American Crafts (“**Purchaser**”) shall be delivered, rendered, and accepted solely upon the terms and conditions set forth in these Standard Terms and Conditions (these “**Terms and Conditions**”), the terms and conditions stated in any purchase order delivered by Purchaser to Seller in conjunction herewith (each, a “**Purchase Order**”) and any other schedules or written documents delivered by Purchaser to Seller in conjunction therewith (collectively, the “**Agreement**”). The Agreement constitutes the entire and exclusive agreement between Purchaser and Seller. No additional terms or conditions proposed by Seller, either orally or in writing, shall be binding upon Purchaser, and Seller acknowledges that any such additional terms are hereby rejected by Purchaser unless expressly agreed to by Purchaser in writing. In the event of any conflict between any Purchase Order or other document comprising the Agreement and these Standard Terms and Conditions, these Standard Terms and Conditions shall govern unless specifically noted otherwise. Purchaser’s acceptance or confirmation of a Purchase Order (whether by transmittal of a signed pro-forma invoice, sales contract, sales confirmation, or otherwise, the “**Acceptance**”) shall constitute its acceptance of these Terms and Conditions.

范围：您（“**销售方**”）为American Crafts（“**购货方**”）提供货物、履行服务，及购货方对货物及服务的接受与否都仅依照此处列明的标准条款和条件（如下简称“**条款和条件**”），以及购货方提交给销售方的采购订单（Purchase order/PO）上所列明的要求，都将受到该协议的约束（统称为“**协议**”）。该“**协议**”构成购货方和销售方间完整的、排他性的协议。销售方如要对的对购货方提出有约束力的其他口头或书面的条款或条件，销售方知悉该等条款或条件除非得到购货方明确的书面同意，否则视为购货方在此拒绝。任何构成“**协议**”的采购订单或其他文件与该标准条款和条件有冲突的，除非存在具体的通知，否则应以该标准条款和条件为准。销售方接受或对采购订单的确认（无论是通过发送形式发票、销售合同或对采购订单的确认或类似行为，均视为“**接受**”）将构成对此等条款和条件的确认。

2. **Price.** Prices for the goods ordered and any services to be performed (collectively, the “**Deliverables**”) shall be set forth in the corresponding Purchase Order, shall be stated as FOB USD, and shall include all applicable federal, state and local taxes, assessments, and duties, except for those for which an exemption may be claimed by Purchaser; provided, however, that the prices set forth in a Purchase Order shall be subject to the modifications described on **Schedule B** and these Terms and Conditions. Any adjustment in price necessitated by **Schedule B** or as otherwise required by these Terms and Conditions (a “**Price Adjustment**”) (or any other refund or credit designated to be handled as a Price Adjustment) shall be issued as a credit against the balance due on Seller’s subsequent invoice to Purchaser. In the absence of a subsequent invoice within 90 days of accruing such liability, Seller shall issue the Price Adjustment as a refund to Purchaser. Seller shall not increase the pricing of a Deliverable absent 90 days’ advance written notice to Purchaser; and in any event, no sooner than one year from the date of first Purchase Order of such Deliverable.

价格：订购的产品和服务（合称为“**可交付物**”）价格应在采购订单中列明，为美元计离岸价 (FOB)，其中应该包括所有相关联邦、州和地方税金、评估费和关税，购货方提出列外条件的除外；然而，采购订单上的价格必须符合**附件 B** 和该等条款和条件所列出的规定。如需对价格作出调整（简称“**价格调整**”），则必须符合**附件 B** 列出的条件或该条款所列出的条件。任何根据**附件 B** 或该等条款向购货方所作出的退、欠款（或任何其他涵括在价格调整协议内的退、欠款）应处理为可抵后续货款的款项。如在 90 天内无后续发票

（订单）产生的，则销售方应该将该价格调整处理为对购货方的退款。无论何种情况发生，如销售方需要提高定价的，应至少提前 90 天，且在交付第一个采购订单日期起不得早于一年内书面通知购货方。

3. **Shipment; Delivery.** Seller shall deliver all Deliverables FOB to the port specified in Purchaser’s Purchase Order. Seller shall ship and deliver goods and render services hereunder on the date or dates specified on a Purchase Order, unless prior written approval of any change in such date(s) is given by Purchaser. If delivery is delayed more than 2 days beyond the scheduled delivery date, Purchaser may: (i) require Seller to expedite shipment of the delayed Purchase Order by airfreight service at Seller’s sole expense, or (ii) cancel or reschedule, or cancel and reschedule, all or any portion of the delayed Purchase Order by notice, and without liability, to Seller, or, if delivery has already been made, reject and return all or any portion of the Purchase Order for a full refund, at Seller’s sole expense. As to any delayed Purchase Order which Purchaser does not elect to cancel or return in accordance with subsection (ii) above, Seller shall effectuate the applicable Price Adjustment in accordance with **Schedule A**. The parties acknowledge and agree that the scheduled delivery date stated in a Purchase Order is a material term of these Terms and Conditions, and time is of the essence for all deliveries of Deliverables.

运输；交付：销售方应以 FOB 将可交付物交付至购货方采购订单上所指定的港口。销售方应该根据采购订单上规定的日期发货、交货及提供服务，购货方提前书面同意修改日期的除外。如果实际交货日比约定交货日晚二（2）天的，购货方可以：（1）要求销售方自担空运的费用，或（2）通过发送通知的形式对于延迟的订单全部或部分取消或重新确定日程或取消并重新安排日程，购货方无需因此对销售方承担任何责任。如果货物已装运，购货方可以拒收或退还整个采购订单或采购订单的任何部分，销售方应该退全款并承担所有费用，对于购货方没有根据第（2）款取消或退还的任何迟延采购订单，销售方应该根据**附件 A** 进行相应价格折扣以作为补偿。双方知悉并认可采购订单上规定的交付日期是该等条款和条件的关键内容，“**时间**”是所有可交付物交付的核心因素。

4. **Quantity; Packaging.** The quantity of Deliverables indicated on a Purchase Order must not be exceeded without written approval of Purchaser. No charge will be paid by Purchaser for packing, boxing, or cartage, unless specified on a Purchase Order. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. Each package of goods shipped must comply with this Agreement, including the Standards and Requirements attached hereto as **Schedule A**. Seller will ship the Deliverables by the carrier and in the manner designed by Purchaser (and if not designated by Purchaser, only via carriers qualified to generally accepted international standards for shipment of similar commodities). Seller will handle, pack, mark, and ship the Deliverables in accordance with generally accepted international standards for similar commodities and any packing and labeling specifications reasonably required by Purchaser. Seller will mark the Deliverables and packaging with the country of origin as required by applicable Law, and provide a certificate of origin and any other documents required for customs clearance and tax purposes. Seller agrees to adhere to quoted weight and cube measurements, as identified in the pro-forma invoice or sales confirmation, and shall indemnify and hold Purchaser harmless from any excess freight or handling charges that are levied against Purchaser as a result of carton dimensions that exceed the original quote by 5% or more, unless such product or package changes are mandated or discrepancies are approved by Purchaser prior to

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shipment. Purchaser will claim a credit for wasted carton space if more than 5% of the inner or master carton is not filled or packed correctly. Credit calculation will be determined by applying the percentage of wasted space multiplied by overseas shipping costs for such shipment. Purchaser shall hold Seller harmless from any claims resulting from inadequate packing or handling.

数量；包装：没有购货方的事先书面批准，可交付物的数量不得超过采购订单上记载的数量。除非采购订单上有明确规定，否则购货方无需为包装、装箱、货运支付任何额外费用。销售方应承担因包装不当保护不足而对货物引起的任何损失或损坏，每个装船的货物包装都需符合本协议，包括附件 A 所列的标准和要求。销售方应该使用购货方制定的承运人和方式运送货物（如果购货方没有指定承运人的，应该使用按照国际通用标准符合运送相似产品资质的承运人）。销售方应该根据类似货物国际通用标准，对产品进行包装和保护。为了海关清关和计税，销售方应该根据相关法律的要求在可交付物和包装上标记原产国信息，并提供原产地证明和其他文件。销售方同意以形式发票和销售确认单上载明的重量和立方数为准，对于因纸箱尺寸超过原定尺寸 5%或以上，购货方因此需要支付超载费或装运费的，销售方将弥补购货方任何该等支出，除非该等产品或包装的改变是源于购货方的要求在装运前该等不符已取得购货方的批准。如果超过 5%的内箱或外箱没有正确填装或闲置，购货方将因箱子空间浪费而向销售方要求弥补，弥补数额为空间浪费比例乘以该次运输的海外运输成本。购货方保护销售方不会受到因任何不当包装或处理而被提出投诉。

5. **Inspections.** Purchaser or its authorized representative may, at any reasonable time within 12 months prior to or following the date of any Purchase Order, inspect Seller's manufacturing facilities and processes associated with the Deliverables.

检验：购货方或其授权代表可以在任何采购订单日期确认的前十二（12）个月内或采购订单确认后的任何合理时间检验销售方与可交付货物有关的生产工厂和制造流程。

6. **Pre-Production Samples.** Prior to commencing production of any Deliverable, Seller shall provide Purchaser with five pre-production samples of each item (or each style of an item, if there is more than one style) (each, a "Sample") for Purchaser's approval (which may be withheld in its sole discretion). Samples shall be manufactured, packaged, and shipped to Purchaser at Seller's sole cost and expense. Seller may ship Samples by using Seller's courier account or by utilizing Purchaser's designed courier; provided, however, that if Purchaser's carrier is used, all associated fees and costs will be treated as a Price Adjustment. Purchaser will provide Seller with artwork templates and product and packaging color specifications, and Seller shall use print processes (and vendors, if applicable) that meet exacting PANTONE specifications and requirements, per such specifications. In addition to those remedies set forth in Section 10, any costs and expenses incurred by or on behalf of Seller in conjunction with sample rejection, including additional printing and delivery for subsequent sample approval, shall be borne solely by Seller.

产前样品：在任何可交付物生产之前，对于每一项产品，销售方应该为购货方提供五（5）个样品（如果一项产品不止一种款式的，则每种款式提供5个样品）（每一个都称为“样品”）作为购货方的产品确认依据（购货方可以独立决定产品确认与否）。样品的生产、包装和运输给购货方所产生的成本和费用都由销售方承担。销售方也可以使用销售方的速递帐号或使用购货方指定的快递公司和账号发送样品；如果用购货方的快递公司，所有相关的费用和成本将作为

价格调整处理。购货方将为销售方提供产品和包装的设计稿件及颜色规格，销售方采用的印刷工艺（包括供货商-如果涉及到）应该完全符合潘通色卡（PANTONE）技术参数和要求，包括每一个此等技术参数。除了第10部分定义和提出的补救方法外，任何因销售方所引起的未能通过的样品，以及有关的成本和费用，包括补样品而产生的额外的印刷和快递费用应该完全由销售方承担。

7. **Specifications.** Deliverables shall conform in all respects to the specifications and requirements set forth in the Agreement (including without limitation these Terms and Conditions and **Schedule A**) (collectively, the "**Specifications**"). In the event no quality is specified in a Purchase Order, the Deliverables must be of the best quality.

规格：可交付物在所有方面都应该符合“协议”（包括但不限于这些条款和条件及附件 A）提出的说明和要求（合称为“规格”）。如果采购订单中没有明确质量要求，可交付物必须为最好的质量。

8. **Purchase Order Modification.** Purchaser shall have the option to increase or decrease by not more than 25% the amount to be delivered under a Purchase Order by notice to Seller in writing at any time 30 days before the Deliverables are scheduled to be shipped pursuant to the Purchaser Order and to return cancelled goods at Seller's expense. Upon any such cancellation or modification, Purchaser's sole obligation will be to pay Seller's invoices for Deliverables shipped or rendered prior to the date of cancellation or modification.

采购订单修改：购货方有权在采购订单规定的可交付物发运日 30 天前的任何时间，通过书面通知的方式增加或减少不超过采购订单规定的预发货数量 25%的产品或退还已取消的货物，销售方承担相关费用。任何该种取消或修改发生之后，购货方的唯一责任是支付该取消或修改日期前与已经发运或交付的可交付物的有关发票所列的款项。

9. **Inspection; Rejection; Revocation of Acceptance.** Purchaser may elect to inspect the Deliverables at the point of delivery, Seller's manufacturing, warehouse or distribution facility, or Purchaser's manufacturing, storage or distribution facility to determine whether any of the Deliverables are Nonconforming. A Deliverable is "Nonconforming" if it: (i) fails to pass inspection, as determined by Purchaser; (ii) is not of comparable quality to the corresponding sample approved by Purchaser; (iii) does not conform to all of the Specifications; or (iv) does not comply with all warranties set forth in these Terms and Conditions. Purchaser's inspection rights (whether or not exercised) and tendering payment for Deliverables will not affect any of Purchaser's rights under the Agreement or otherwise, including without limitation Purchaser's right to revoke acceptance or pursue other remedies, even if defects or Non-Conformities are discovered at a later date.

验货、拒收、接受撤回：购货方可以选择在交付现场、销售商生产过程中、仓储、存于海运仓库或购货方在加工、存储或存于海运仓库时检验货物以确定是否有货物不符合规定。一个产品如果出现如下状况则视为“不符合”：（1）如购货方要求实施验货，但没有通过购货方的验货；（2）与购货方确定的样品的质量不符；（3）不符合任何规格及说明要求；或（4）不符合该等条款和条件中列明的生产标准。购货方的验货权利（无论实施与否）及付款，将不受其他条款和因素的干扰，包括但不限于购货方撤回接受或寻求补偿的权利，即使瑕疵或“不符合”在稍后的销售过程中才被发现。

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10. **Non-Conformance Remedies.** If Purchaser determines that any Deliverable is Nonconforming, Purchaser will give Seller notice of the Nonconforming Deliverables, and may (i) return such Nonconforming Deliverables to Seller at Seller's sole risk and expense, or (ii) accept the shipment in part, and rework any defect or nonconformity (subject to any applicable Price Adjustment pursuant to **Schedule B**). Seller will, within five days of the return of Nonconforming Deliverables and at Purchaser's option and at Seller's sole risk and expense, either (a) replace the Nonconforming Deliverables with new Deliverables that are not Nonconforming, or (b) issue Purchaser a refund or credit in the full amount of the price of the Nonconforming Deliverables and any and all shipping and insurance charges associated therewith. Seller will cooperate with Purchaser to expedite processing of all returns and to minimize the amount of Deliverable inventory held by Purchaser. If Purchaser requests a refund or credit pursuant to (b), above, Purchaser may elect to purchase like goods and services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and services and the price specified on the Purchase Order) plus all costs of collecting the same (including, but not by way of limitation, attorneys' fees and costs). Seller acknowledges and agrees that the terms and discounts set forth herein and on **Schedule A** are reasonable and necessary herein to protect each party's interest herein.

对“不符合”的补偿：如果购货方认定任何一个可交付物是不符合约定的，购货方将给销售方发送可交付物“不符合”通知书，并可以（1）退还该“不符合”货物给销售方并由销售方承担一切风险和费用，或（2）接受部分货物，并返工任何瑕疵或不符产品（返工费用根据**附件 B**相关条款进行评估）。在退货后五（5）天内销售方应在自担风险及承担全部费用的情况下，根据购货方的选择，（a）用符合规定的可交付物代替“不符合”产品；或（b）对“不符合”可交付物的全部价款及相应的运输成本和保险费用向购货方发出退款或欠款确认。销售方与购货方应相互配合以加速退货进程及减少“不符合”品在购货方库存的数量。如果购货方根据条款（b）要求退款或确认欠款的，购货方可以选择从其他方购买类似产品并由销售方承担任何购货方因此而遭受的直接或间接的损失或损害（包括但不限于律师费用和法律成本）。销售方知悉并认可此处及**附件 A**所列条款及折扣是合理的并为保护各方利益所必要的。

11. **Intellectual Property Rights.** No Deliverables shall infringe upon or violate any patent, copyright, trademark, trade name, trade dress, trade secret, intellectual property right, or any other third party right recognized worldwide. If Purchaser provides any drawings, designs, specifications, software, firmware or other materials to Seller in connection with the Agreement (collectively, "**Purchaser Materials**"), all of the foregoing are Purchaser confidential information and subject to the protections set forth in Section 12. Purchaser expressly retains ownership of and all rights in all Purchaser Materials and grants Seller no right or license in any Purchaser Materials. Seller will use Purchaser Materials only to produce Deliverables for sale to Purchaser under the Agreement and will return all Purchaser Materials to Purchaser upon demand.

知识产权：任何可交付物都不得侵犯或违反专利权、版权、商标权、商号、商业包装权、知识产权或任何第三方全球认可的权利。如果购货方向销售方提供任何与本协议有关的图纸、设计、规格要求、软件、硬件或其他资料（合称为“购货方资料”），所有这些资料都属于购货方的商业秘密，应根据第12条进行保护。购货方明确规定自己保留“购货方资料”的所有权及任何权利，没有许诺任何“购货方资料”的任何权利或许可给销售方，销售方仅可以使用资料生产购货方的可交付物，并将根据购货方的要求归还所有购货方资料。

12. **Confidentiality.** Seller shall keep confidential the specific terms of the Agreement and the parties' disclosures and activities in connection with the Agreement and the Deliverables (including without limitation product and pricing information), and refrain from disclosing any such information to any third party (including Purchaser's end customers), absent Purchaser's prior written consent. Seller will not, without Purchaser's prior written consent, issue any press release or make any public announcement or statement regarding the Agreement or the existence or any aspect of the business relationship between Seller and Purchaser, or mentioning any Deliverables.

商业秘密：销售方应该对本协议的具体条款和与本协议及可交付物有关的双方披露的信息及活动（包括但不限于产品和定价）进行保密。如果没有购货方的事先书面同意，不会向任何第三方透露该等信息，及如无购货方的事先书面同意，不会对本协议、销售方与购货方商业关系的存在、商业关系的任何方面及上述任何可交付物发表任何新闻稿或发布任何公开声明或说明。

13. **Compliance with Laws.** Deliverables shall conform in all respects to the requirements of all international, national, federal, state, city, county, provisional, municipal, and local governmental, quasi-governmental, governmental agency, department, body, or office or court laws, rules, regulations, statutes, regulatory requirements, acts, orders, judgments, decrees, constitutions, legal guidelines, codes or ordinance, including, but not limited to, the California Safe Drinking Water and Toxic Enforcement Act of 1986, the Federal Hazardous Substances Act, the Consumer Products Safety Improvement Act, paragraphs (1) through (7) of section 202 of Executive Order 11246 and all similar orders, rules, regulations and laws prohibiting discrimination in employment, the Fair Labor Standards Act, the Federal Food, Drug and Cosmetic Act and all rules, regulations, and orders promulgated thereunder, as applicable (collectively, the "**Laws**"). If Seller violates or reasonably believes Seller may have violated any Laws, Seller shall immediately notify Purchaser.

合规性：可交付物在各个方面应该符合所有国际、国内、联邦、州、市、县、临时的、市政的、及地方政府的、半官方的、政府机构的、部门的、行政主体、行政办公场所或司法的法律、法规、规章、立法、规则要求、法令、命令、判决、宪法、法律准则、法典、或条例，包括但不限于1986年加州饮用水安全及毒物强制法案（California Safe Drinking Water and Toxic Enforcement Act）或称Prop 65、联邦有害物品管理法（Federal Hazardous Substances Act）、消费品安全改进法（Consumer Products Safety Improvement Act）、11246号行政命令202部分第（1）至第（7）条及所有类似命令、规则、规章及禁止就业歧视的法律、公平劳动标准法案（Fair Labor Standards Act）、联邦食品、药品及化妆品法案（Federal Food, Drug and Cosmetic Act）及依此颁布的所有规则、规章和命令，所有适用于此的（合称“**法律**”）。如果销售方违反了或有理由认为销售的货物可能已经违反了任何该等“法律”，销售方应该立即通知购货方。

14. **Regulatory Testing.** Seller agrees, at its sole expense, to conduct any necessary testing, certification processes, or disclosures in order to meet North American standards, including without limitation compliance with CPSIA (Consumer Product Safety Improvement Act) and Health Canada guidelines, LHAMA (Labeling of Hazardous Art Materials Act, US & CA), TRA (Toxicological Risk Assessments, US & CA), USP 51 (Antimicrobial Effectiveness Testing) or 61 (Microbial Examination of Nonsterile Products: Microbial Enumeration Tests) testing, and

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Proposition 65 testing. These tests and requirements (if applicable) may include, without limitation, fumigation, Phytosanitary Certification, USA Lacey Act Certification, phthalate testing, testing for lead or heavy metal content, TPCP (Toxics in Packaging Clearinghouse) Certification, specified lab tests, special labeling requirements and USDA/Vet certificates. Additionally, Purchaser may require an official Material Safety Data Sheet (MSDS), a detailed list of ingredients, and other certifications and lab tests to identify materials used in production in order to satisfy USA or Canadian Government health and safety requirements. At Seller's request, Purchaser will furnish Seller with a list of known certifications or test requirements prior to Acceptance, which will be limited to those required by Law. Additionally, Purchaser may require additional certifications, testing and disclosures (to be conducted by or on behalf of Seller at Seller's sole expense) following any Non-Conformance. If Seller becomes aware that any Deliverable may present any danger of bodily injury (including death) or property damage (a "Hazard"), Seller will promptly notify Purchaser in writing.

合规性检测：为了符合北美标准，包括但不限于符合 CPSIA(消费品安全改进法案)及加拿大卫生规范 (Health Canada guidelines)、LHAMA(危险艺术材料标识法案，美国和加拿大) (Labeling of Hazardous Art Materials Act, US & CA)、TRA (毒理风险评估，美国和加拿大) (Toxicological Risk Assessments, US & CA)、美国药典第 51 项抗菌效果测试(Antimicrobial Effectiveness Testing)、或第 61 项 (未消毒产品微生物：枚举法测试) (Microbial Examination of Nonsterile Products: Microbial Enumeration Tests) 测试和建议的 Prop 65 测试，销售方同意自担费用进行任何必要的检测、认证及获取报告。这些检测和要求 (如果适用) 可能包括但不限于熏蒸、植物检疫认证、美国雷斯法案 (Lacey Act) 认证、邻苯二甲酸酯检测、铅和重金属含量检测、PTCH(包装毒物法规) (Toxics in Packaging Clearinghouse) 认证、具体的实验室检测，专门标识要求及 USDA/Vet 认证。另外，购货方可以要求一份官方的材料安全数据表 (MSDS)、一份详细的成分清单及为证明产品中使用的材料符合美国和加拿大政府有关健康和安全的其他认证和实验室检测。如果销售方要求，在接受之前，购货方将为销售方提供已知的认证或测试要求清单，但仅限于“法律”所要求的认证和测试。另外，购货方可以因为任何“不符合”而要求销售方自担费用进行其他认证、测试及获取报告。如果销售方察觉任何可交付物可能存在人身损害 (包括死亡) 或财产损失 (统称为“危险”) 的危险，应立即书面通知购货方。

15. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of each date Seller delivers Deliverables to Seller (whether in the form of goods or provision of services) pursuant to a Purchase Order, that such Deliverables (i) comply with all Laws, (ii) are safe for human use and do not constitute a Hazard, and do not contain any hazardous materials, chemicals, or substance in excess of or in violation of those amounts permitted by applicable Laws, including, but not limited to, any Laws governing materials, chemicals, or substances, (iii) are free from defects in labor, material and fabrication, (iv) conform to applicable Specifications, drawings, samples and other descriptions given, (v) are provided with good and marketable title, free and clear of any and all liens, claims, encumbrances and other restrictions of any kind, (vi) are of merchantable quality, suitable for the purpose intended, (vii) are not Nonconforming, (viii) have been thoroughly inspected by Seller, (ix) are not counterfeit, adulterated, misbranded, falsely labeled, or falsely invoiced, (x) are labeled and advertised in accordance with applicable Laws and these Terms and Conditions, (xi) do not and will not infringe or misappropriate any patent, copyright, mask work right, trade secret or other intellectual property or proprietary right of any third party, and (xii) are and will be free

from defects in design, material and workmanship for the time period set forth in any warranty materials (if and as applicable). Seller further represents and warrants that Seller possesses all necessary rights and licenses, without subjection to additional charge, restriction or encumbrance of any kind, to: (a) allow Purchaser to directly and indirectly use, have used, import, distribute, lease, sell, offer for sale and otherwise dispose of the Deliverables, and (b) grant Purchaser all rights and licenses intended to be granted by the Agreement.

销售方陈述和保证：销售方向购货方陈述和保证每次出运和销售货物 (无论是产品还是提供服务)，该可交付物 (1) 符合和适用所有“法律”；(2) 可以安全适用于人类，不存在危险，不含有违反“法律”或超过相关“法律”标准使用量的任何危险材料、化学成分或物质，包括但不限于管辖材料、化学品或物质的法律，(3) 不存在用工、材料和加工瑕疵；(4) 符合相关的规格、绘图、样品及其他相关参考描述；(5) 具有良好的可自由流通的权属，不存在任何留置、抵押或其他类似所有权负担；(6) 具备可销售的品质，符合产品设计使用目的；(7) 合格；(8) 经过销售方全方位检验；(9) 非为仿制品、掺入次品、假冒商标产品、贴错标识产品或错开发票产品；(10) 所做的标识和宣传应该符合相关法律和该等条款和条件；(11) 没有也不会侵犯或盗用任何第三方的任何专利、版权、屏蔽作品权、商业秘密或其他知识产权或专有权利；及 (12) 在任何材料保证 (如果适用) 中列明的时间周期内不存在设计、用料和工艺缺陷。销售方进一步陈述和保证销售方具有所有必要的权利和许可，如下情形时不需支付额外费用、不存在其他限制、或任何类似所有权负担：(a) 允许购货方直接或间接使用、已经使用、进口、分销、租赁、销售、发销售邀约或其他方式处理可交付物；及 (b) 根据该协议的约定应该授权购货方所有权利和许可。

16. Indemnification. Seller agrees to protect, defend, indemnify and hold harmless, Purchaser and its directors, officers, employees, agents, advisers, representatives, affiliates, and customers (each an "Indemnitee") from and against all claims, lawsuits, liabilities, losses, costs, fines, penalties, expenses, damages (including loss of life, personal injury, or property), whether known or unknown, and whether or not resulting from third party claims, including without limitation any out-of-pocket expenses and reasonable attorneys' fees (collectively, "Loss"), arising out of, or in connection with, or resulting from any actual or alleged (i) infringement or misappropriation by Seller or any Deliverable of any patent, copyright, mask work right, trade secret, trademark or other intellectual property or proprietary right of any third party wherever located; (ii) breach of any of Seller's representations, warranties, or covenants set forth in the Agreement; (iii) claim by any person or third party that any Deliverable has caused directly or indirectly, in whole or in part, a Hazard of any sort; (iv) violation by Seller of, or failure of any Deliverable to comply with, any applicable Law; and (v) claim brought against Purchaser by or on behalf of any subcontractor, Seller, employee or agent of Seller in connection with the Agreement; provided, however, that Seller's indemnification obligation shall not apply to the extent any Loss results from the gross negligence or willful misconduct of Purchaser.

赔偿：销售方承诺保护购货方和它的负责人、管理人员、员工、代理人、顾问、代表、关联机构和消费者 (每一个都称为“被保障者”) 不遭受任何指控、诉讼、责任承担、损失、成本支出、罚款、违约、费用、损害 (包括死亡、人身或财产损失)，无论是已知的还是未知的，无论是否来源于第三方指控，包括但不限于任何源于或相关于任何如下实际的或声称的情况而产生的实付

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费用和合理的律师费（合称为“损失”）：（1）销售方或任何可交付物侵犯或滥用任何位置的第三方的任何专利、版权、屏蔽作品权、商业机密、商标权或其他知识产权及专有权利；（2）违反销售方在“协议”中的任何陈述、保证或约定；（3）被任何人或第三方指控任何可交付物的整体或部分已经直接或间接引起任何形式的危害；（4）销售方违反或任何可交付物不符合任何适用“法律”；及（5）转包商、销售方、销售方的员工或代理人本人或代表这些人提起与“协议”有关的指控。如果购货方收到上述任何指控或诉讼的，销售方将为之提供辩护，如果购货方遭受上述任何损失的，销售方将给与赔偿。然而，如果该损失是由购货方的重大过失或故意不当行为而引起，则销售方无需赔偿该等损失。

17. **Indemnification Procedure.** Seller will promptly assume full and complete responsibility for the investigation, defense, compromise, and settlement of any claim, suit, or action arising out of or relating to the indemnified matters following written notice thereof from Indemnitee. Notwithstanding the foregoing, Indemnitee will have the right, in its sole discretion and at Indemnitee's expense, to participate in or to defend or prosecute, through its own counsel, any claim suit or action for which it is entitled to indemnification by Seller; provided, however, that if Indemnitee is advised in writing by its legal counsel that there is a conflict between the positions of Seller and Indemnitee in conducting the defense of such action or that there are legal defenses available to Indemnitee different from or in addition to those available to Seller, then counsel for Indemnitee, at Seller's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of Indemnitee. Seller shall not enter into any compromise or settlement without Indemnitee's prior written consent, which consent shall not be unreasonably withheld. If Seller does not assume the defense of such claim, suit or action, Seller shall reimburse Indemnitee for the reasonable fees and expenses of any counsel retained by Indemnitee, and shall be bound by the results obtained by Indemnitee; provided, however, that unless the settlement is limited to money paid by Seller, with no acknowledgment of wrongdoing by Seller and no other restriction on or liability to Seller, no such claim, suit or action shall be settled without Seller's prior written consent, which consent shall not be unreasonably withheld.

赔偿程序：接到“被保障者”的书面通知后，销售方应该立即承担所有由赔偿事项引起的或与赔偿事项相关的因调查、答辩、协商、任何为控诉、诉讼、或行为的解决而引起的责任，对于有权取得销售方赔偿事项。尽管如此，“被保障者”仍有权自由决定在自担费用的情况下通过自己的顾问针对其已有权获得销售者补偿的诉讼或行为进行参与、答辩或提起诉求该等诉讼。然而，如果被保障者被它的法律顾问书面告知在实施该答辩行为时销售方和“被保障者”的身份位置存在冲突或被保障者的答辩不同于销售方的答辩或除了销售方的答辩外被保障者还有其他的答辩，此时“被保障者”的法律顾问在销售方承担费用的情况下应该有权仅在保护“被保障者”利益的必要范围内答辩。没有“被保障者”的事先书面同意，销售方不得签署任何和解或解决协议，“被保障者”亦不该不合理的拒绝该等协议。如果销售方没有对该控告、诉讼或行为实施辩护，销售方应该补偿“被保障者”自己聘请法律顾问的合理费用和支出，并受被保障者取得的结果的约束；然而，除非解决方式仅为销售方已履行的经济补偿，没有销售方对不当行为的确认及不存在其他对销售方的限制或不存在销售方责任的情况下，没有销售方的事先书面同意，不得对该控诉、诉讼或行为达成解决方案，同时销售方也不应该无理由的拒绝同意。

18. **Insurance.** Seller shall procure and maintain at Seller's sole cost and expense: (i) comprehensive general liability insurance coverage affording protection for bodily injury, death, personal injury and property damage, and including coverage for contractual liability and products liability, with minimum coverage limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and (ii) any other insurance required by Law or reasonably required by Purchaser from time to time.

保险：销售方应该自担成本和费用购买及维持（1）综合商业保险，投保范围含括对身体伤害、死亡、人身损害和财产损害的赔偿及应包括合同责任和产品质量责任在内，对于每一事件的最低赔偿额度为一百万（1,000,000.00）美元，合计最低赔偿额度为二百万（2,000,000.00）美元，及（2）法律要求的或购货方任何时候提出的合理的任何其他保险。

19. **Events Not Within Control of Purchaser.** If by reasons of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, shortages of energy or raw materials, equipment, labor or transportation, production shutdown or curtailment, lack of facilities, act of God, or of any public enemy, voluntary or involuntary compliance with any valid or invalid Law, or other cause beyond the immediate and direct control of Purchaser, whether or not of the kind or nature specified in this sentence, Purchaser shall be delayed in whole or in part in taking delivery of any Deliverables as herein specified, Purchaser may, by giving written notice to Seller, suspend, modify or cancel a Purchase Order in whole or in part as to any undelivered portion of such Deliverables.

购货方不可控事件：如果因为火灾、地震、洪水、爆炸、事故、工人罢工或无法确保用工、能源或原材料匮乏、设备、劳力不足或交通问题、停产或产量骤降、缺少设施、不可抗力、任何公敌、自愿或不自愿的遵守任何有效或无效的法律或其他超越购货方实时或直接控制的因素，无论本句话中是否列明了其种类或属性，购货方对可交付物进行接收全部或要求推迟出货，对于某一采购订单未交货部分，购货方可以通过向销售方发送书面通知的方式推迟、修改或取消全部或部分采购订单。

20. **Continuing to Perform.** During the pendency of any dispute in connection with the Agreement, or any notice or cure period in connection with any alleged breach or termination of the Agreement, Seller will, unless directed otherwise by Purchaser in writing, diligently continue to fulfill all its obligations under the Agreement, including all Deliverable delivery obligations. Purchaser will continue to make payments of amounts not disputed in accordance with the Agreement.

继续履约：因“协议”、任何通知或与声明的违约有关的补救期及结束协议而产生的纠纷未解决之前，除非得到购货方书面指示，否则销售方应该继续尽职的履行其在“协议”下的全部责任，包括所有可交付物的交货责任，购货方将继续依据“协议”支付不存在争议的款项。

21. **Survival.** All of Seller's indemnification obligations, as well as the representations, warranties and covenants contained in these Terms and Conditions and the Agreement, shall survive the expiration or sooner termination of the Agreement for the longest period permitted by applicable Law.

独立有效：销售方的所有赔偿责任及该等条款及“协议”中的陈述、保证和约定在“协议”到期或提前终止后仍然独立有效，直至相关法律允许的最长期限。

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22. Governing Law and Consent to Jurisdiction; Litigation Expenses. The Agreement (and all matters arising out of or relating to the Agreement and the transactions it contemplates) shall be governed by and construed in accordance with the laws and decisions of the jurisdiction in the State of Utah, and Seller consents, exclusively, to the adjudication of any dispute arising out of or relating to this Agreement by any federal or state court of competent jurisdiction sitting in said jurisdiction. If any legal action, arbitration, or other proceeding is brought under the Agreement, in addition to any other relief to which a successful or prevailing party (the “**Prevailing Party**”) is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all reasonable attorneys’ fees, court costs, and expenses of the Prevailing Party, even if not recoverable by law as court costs (including all fees, taxes, costs, and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action, arbitration, or proceeding and all appellate proceedings.

效力瑕疵：如果该“协议”的任何条款被判定为无效、违法或无强制执行效力，但约束各方的核心条款仍然具有效力、约束力及强制执行性，则“协议”的剩余条款仍保持全部效。

准据法律和管辖认可及诉讼费用：该“协议”（及因“协议”引起或与该协议及根据该协议发生的交易有关的事项）应受犹他州的法律和司法权决定管辖并依此进行解释，销售方同意位于前述管辖权范围内任何有管辖权的联邦或州法院对因该“协议”引起或与该“协议”有关的争议的专属管辖权。如果该“协议”引起了任何法律诉讼、仲裁或其他法律程序，成功或胜诉方（简称“**胜诉方**”）除了有权获得的救济外，还有追偿的权利，败诉方应该支付胜诉方所有在诉讼、仲裁或其他法律程序及所有上诉程序中发生的合理的律师费、诉讼费用及其他费用支出，即使根据法律不能作为诉讼费用进行追偿的费用（包括为仲裁、上诉、破产、诉讼程序公告而产生的所有费用、税金、成本和支出）。

23. Assignment. Seller shall not assign, subcontract, or sublet any of its rights under the Agreement, without the prior written consent of Purchaser. Such consent shall in no way relieve Seller of any of its obligations under the Agreement, which it may not delegate or assign.

让渡：没有购货方事先书面同意，销售方不得转让、分包或转租该“协议”下的任何权利，购货方的同意不会以任何方式减少销售方在该“协议”项下的不得委托或转让的责任。

24. Waivers. The parties may waive any provision in these Terms and Conditions only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated, and shall not be construed as a waiver on any future occasion or against any other person.

弃权：只有由放弃行为对之有执行效力的一方或双方书面签字，双方才可以放弃该条款和条件中的任何约定。任何没有成功或及时行使权力、实施补偿及要求满足“协议”下的条件，并任何行为、遗漏、双方间的交易过程不得推定为对任何权利、救济或条件的放弃或禁止。在某一情况下书面做出的弃权仅在该场合下对阐明的目的有效，不得理解为对任何将来情形或对任何其他人的放弃。

25. Severability. If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement remain in full force if the essential terms and conditions of the Agreement for each party remain valid, binding, and enforceable.

Schedule A

American Crafts' Standards and Requirements Routing Guide

As business partners driving mutually-beneficial supply chain efficiencies, Schedule A contains detailed instructions for the routing, marking and documentation of shipments to American Crafts' 3PL partner.

为了提高双赢供应链的效率，附件 A 为运输、标识、货运单证及向指定第三方承运人提供了详细的说明。

All 3rd party **vendors/suppliers** delivering on behalf of American Crafts must also adhere to the below requirements. Deviations from this Routing Guide can be costly and may require valuable resources to correct. In order to provide the efficient and accurate delivery of goods, please ensure that these requirements are followed as closely as possible. Shipments that arrive in a condition other than outlined in the Routing Guide will be subject to non-compliance charges.

所有代表 American Crafts 交货的第三方**供应商**也必须遵守如下要求。一旦出现与该运输守则不符情形，需要支付高额成本并可能需要动用一切资源进行弥补和纠正。为了高效及准确的交付货物，请确保尽量严格遵守该要求。装运的货物如果不符合运输守则将会被收取额外罚金和费用。

Pre-Shipment Requirements

装运前要求

- Any information to be provided to Purchaser by or on behalf of Seller in accordance with this Schedule A must be accurate, and provided in English.
所有由销售方或代表销售方根据本附件A提供给购货方的信息都必须准确，并以英文书就。
- Seller shall submit a copy of the Commercial Invoice, Packing List in MS Excel (see format in Packing Slip Section of this Schedule A), and B/L-AWB to Purchaser by email to documents@americancrafts.com within 24 hours of shipping.
销售方应该在装运24小时内向购货方的邮箱 documents@americancrafts.com 发送商业发票、MS Excel格式的装箱单（见本附件A装箱单部分规定的形式）及海运/空运提单副本。
- In addition to packages and packing lists, Seller shall place Purchaser's Purchase Order numbers on all corresponding receipts and invoices.
除了包装和装箱单外，销售方应该在所有相应的收据和发票上填写购货方的采购订单号。
- Seller must provide Purchaser with clear pictures in JPG or similar electronic format by email of final, open box packaging of each item (including printed shipping marks) prior to shipping. Shipping may only be effected following Purchaser's approval of such pictures.
在装运前销售方必需通过邮件为购货方提供 JPG 格式的或类似电子格式的每一项最终的打开状态的箱体包装（包括打印的装运标识）的清晰照片（自检报告 POIF），装运只有通过购货方对该等照片进行批准方可实施。
- International Vendors must notify American Crafts 14 days prior to the shipment ready date. Please contact:
American Crafts LC
美国以外的供货商必需提前 14 日通知 American Crafts 装运准备就绪日期及订舱，请联系：
Booking@americancrafts.com
- Carriers bringing inventory to Utah must provide 72 hour advance notice of delivery. Please contact:
向犹他州运送货物的内陆承运人必需提前 72 小时通知货物交付，请联系：
American Crafts LC
801-226-0747 ext. 4201
Routing@americancrafts.com
- Local Vendors must schedule a delivery appointment, which will be accommodated based on Enlinx's (American Crafts Logistics Partner) capacity. Please contact:
美国本地供货商必需制定交货预约日程，该日程将会根据Enlinx（American Crafts的库房管理合伙人）的存货量进行调整，请联系：

American Crafts C/O Enlinx
2464 S 6755 W
West Valley, UT 84128
801-721-1396
Receiving Times: Monday – Friday 8 am–2:30 pm (By Appointment Only).

Inspection of Incoming Goods

抵港货物检验

All incoming shipments of goods are subject to inspection for accuracy and quality. Sample sizes and acceptable quality levels (AQL) are determined based on the following table:

所有到港货物都要经过精确性和质量的检查。样本量和质量验收标准（AQL）根据下表确定：

Routing Guide Inspection Plan		
ANSI Z1.4 Table II-A (Normal) AQL=0.40		
General Inspection Level I		
Batch or Lot Quantity	Sample Size	# Fails Allowed Before Escalation
2 - 8	2	0
9 - 15	2	0
16 - 25	3	0
26 - 50	5	0
51 - 90	5	0
91 - 150	8	0
151 - 280	13	0
281 - 500	20	0
501 - 1,200	32	0
1,201 - 3,200	50	0
3,201 - 10,000	80	1
10,001 - 35,000	125	1
35,001 - 150,000	200	2
150,001 - 500,000	315	3
500,001 AND ABOVE	500	5

*Note – Escalation may include any of the following:

*注-升级可能包括如下任何内容:

1. Increased inspection of the shipment using a tightened inspection level.
使用更严格的检查标准增加检查。
2. Increased inspection of the shipment, up to 100% inspection.
增加货物检查数量至100%。
3. Refusal of the shipment.
拒收货物。
4. Another action as determined by the **receiving manager**.
收货部经理决定的其他措施。

*Note – American Crafts may adjust the sample plan at any time at the recommendation of the **receiving or quality managers**.

*注-American Crafts 可以根据**收货部或品管经理**的建议在任何时间调整样品计划。

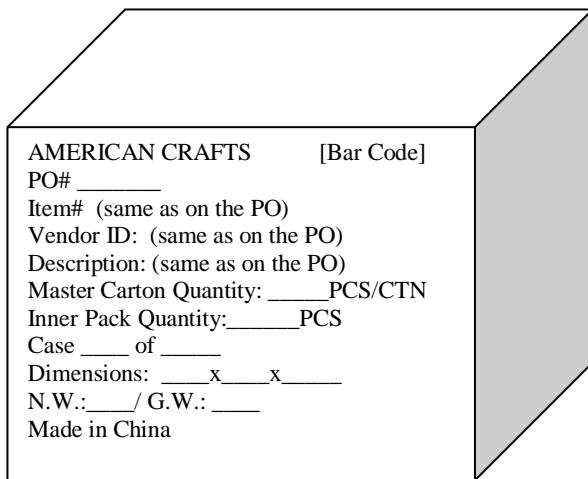
Marking/Labeling of Cartons

纸箱标记/标识

All carton labels must indicate the following information:

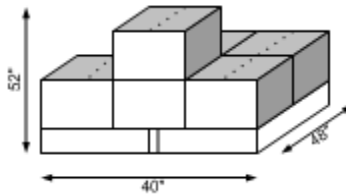
所有纸箱标识必需标明如下信息:

- American Crafts' Purchase Order Number
- American Crafts' Item ID
- Vendor ID
- Accurate Item Description
- Master Carton Quantity (pcs per carton)
- Inner Pack Quantity (pcs per inner pack)
- Dimensions
- Lot Number e.g. Case ___ of _____
- Revision Number (if required)
- Country of Origin



Pallets 托盘

- All orders must be palletized, shrink wrapped, and be on a grade B or higher good quality GMA 4-way, 40" x 48" pallet. Pallets should be built to maximize space within the constraints of packaging. Do not stack the pallet more than 52 inches high; use your best judgment based on burst strength of the cartons being stacked and overall stability of the pallet when building the pallet.
只接受48英寸长、40英寸宽、少于52英寸高的标准托盘，托盘必需达到一级及符合或高于GMA-4W 或B级更高标准，并维修良好，不存在损坏。请根据实际情况合理安排摆放位置。产品外箱必须用缠绕膜固定在托盘上。请见如下尺寸要求直观解释的例子。



Pallet Specifications (sample) 托盘规格 (例子)

- Cartons must be uniform in size and quantity with only one partial carton per SKU. All shipments are to be stacked uniformly at each level or tie.
纸箱的尺寸及数量必需统一，每一个SKU仅可以有一个未满载箱子。所有货物的堆叠应该在每一层或每一个捆绑中统一。
- A placard/pallet label must be placed on both ends of the pallet.
托盘的两端都必需放置标识盘/托盘标识。
- Boxes should not extend over the pallet footprint.
箱子不得超过托盘四边。
- Pallets must not weigh more than 2100 pounds.
托盘重量不得超过2100磅。

All pallets must have a clear label on two sides of the pallet that show the following:
所有托盘的两端都必需有清晰的标识，标识需显示如下：

- Purchase order number
采购订单号
- Number of cartons on the pallet
托盘上纸箱的数量

Floor Loaded Shipment Requirements:
无托盘装载货物的要求

- Seller must group all like items together to ensure efficient unloading.
销售方必须将类似货物分在一起以方便卸货。
- Case: Only one partial case per item number on a PO will be allowed.
箱子: 在一个采购订单上每一项货物只准许有一个不满箱。
- Case: Partial cases must be clearly labeled and visible.

箱子:不满箱子必需在显而易见的位置清晰标注.

Domestic or Palletized Shipment Requirements:

境内货物或带托盘货物的要求:

- Seller must group all like items together to ensure efficient unloading.
销售方必须将相似货物分在一起以便卸货.
- Pallet: Only one partial pallet per item number can be sent each day.
托盘: 每天同一个货物型号只允许有一个不满托盘.
- Pallet: Only 3 separate SKU's will be allowed per pallet. In case of multiple SKU's per pallet, the pallet must be prominently labelled as containing multiple SKUs, each SKU number must be clearly labeled, and SKUs must be grouped together on the pallet. Pallet must be able to withstand vigorous movement.
托盘:每个托盘只允许有3个独立的SKU。如果一个托盘含有多个SKU,必须在托盘明显位置标注含多个SKU,并清晰标明SKU号。SKU在托盘上必需一起放在托盘面上, 托盘需禁得住剧烈颠簸。
- A completed packing slip is required for each shipment coming into Enlinx. This packing slip must be attached to one of the pallets or boxes arriving with each shipment. If you are shipping two different P.O. numbers on the same shipment a separate packing slip for each P.O. number is required.
所有进入仓库的货物都必须附有装箱单。装箱单需要附在其中一个托盘的货物外箱上。 请确保不同PO的装箱单分开放置.

Packaging

包装

- All items must be in a pre-approved case with pre-approved case quantities. Case quantities must be consistent on each item delivery thereafter.
所有物品都必需放在经批准的箱子中, 入箱数量需预先得到批准。同一产品的入箱数量必需一致。
- Case size must not exceed 19" x 15" x 13". Larger cases will be approved if the item will not fit into the above specified case AND with prior approval.
箱子的尺寸不得大于 19" x 15" x 13", 如果货物不适合前述箱子的尺寸, 并事先批准, 可以使用大号箱子。
- The master carton must be double walled and ECT – double fluted which consists of one "B" flute and one "C" flute of cardboard glued together.
外纸箱需为瓦楞, 采用边压强度测定标准 (ECT 值) -B 级瓦楞纸和 C 级瓦楞纸胶粘在一起的双层瓦楞纸。
- American Crafts is not liable for goods that arrive damaged at its facility. Defective goods, or goods damaged due to inadequate packaging will be noted on the delivery receipt.
American Crafts 对到达时已损坏的产品不予负责。由于包装问题引起的商品损坏或瑕疵商品将会在在交付收据上记录。
- Shipping cartons must meet the minimum National Motor Freight Classification (NMFC) requirements to minimize transit damage.
运输箱需满足国家机动货运标准 (NMFC) 最低要求以降低运输损坏的概率。
- Where volume allows, keep American Crafts item IDs stacked together on one pallet. Don't spread multiple items across multiple pallets.
在体积允许的情况下, American Crafts 的产品尽量在托盘上堆叠在一起, 尽量避免把多种货物分放在不同的托盘上。
- Clearly mark all cartons that are partially packed or are of a mixed pack with a prominent "PARTIAL" or "mixed pack" sticker. Partial cases must be placed on the top level of pallet and visible.
需在显著的位置用 "不满箱" 或 "混装" 标签清晰的标示未装的或混装的箱子。未装的箱子需放在托盘的顶层明显的位置。
- American Crafts ID number, color, size, style name, and bar coded UPC must be clearly marked on all products.
所有产品都需清晰标注 American Crafts 产品 ID 号、颜色、尺寸、品名及 UPC 条形码。
- Items sold as "one each" must have a legible item number, country of origin, and bar code.
对于成包或组合销售的商品需在外包装上清晰的标注产品编号、原产国和条形码。标签需标明 "数量: 1"
- Items sold as "packs or assortments" must have a legible item number, country of origin, and bar code attached to the outside of the packaging. Label must read "Qty 1".
对于成包或组合销售的商品需在外包装上清晰的标注产品编号、原产国和条形码。标签需标明"数量: 1"
- All 3 yard ribbon orders must use a master carton, and shrink wrap or poly bag 3 inner pieces.
所有3码丝带订单必需使用外箱, 每个热缩包或PP袋子包装3个产品。
- All inner bags must be labeled with the item number.
所有内包需标注商品编号。
- All poly bags must be a minimum of 0.4 mm thick.
所有 PP 袋子最低需 0.4mm 厚。
- All paper inserts in a poly bag must be a minimum of 200 gsm.
所有放在袋子内的纸卡最低需达到最少 200gsm.
- All blister card thicknesses must be a minimum of 500 gsm.
所有吸塑卡的厚度不得小于500gsm.
- All PVC used on a blister card must be a minimum of 0.3 mm.
所有用在吸塑卡上的 PVC 需不得小于 3mm.
- Any call-out stickers placed on the outside of the package must be a minimum of 80 gsm.
所有包装上的标签都不得低于80gsm.

Packing Slips

装箱单

All deliveries must be accompanied by a packing slip. This packing slip must contain the following:

所有的交付都需配有装箱单，装箱单需含括如下内容：

- **Accurate Item Description**
精确的物品描述
- **American Crafts Item ID**
American Crafts 的产品 ID
- **American Crafts's Purchase Order Number**
American Crafts的采购订单号
- **Quantity**
数量
- **UOM (Unit of Measure – Selling Unit)**
UOM(计量单位-销售单位)
- **Customer name (Company that requested materials to be sent to American Crafts)**
客户名称（需要的材料送到 American Crafts 的公司）
- **Lot/Revision Number (if required)**
批号/修订编号（如果需要）
- **HTS code**
HTS 海关编码

See below for a sample packing slip.

如下为一张装箱单的例子。

Domestic Shipper Bill of Lading Requirements

美国境内发货人提单要求

All bill of lading documents must show the following information:

所有提单文件需包含如下内容：

- **Customer Purchase Order Number**
客户采购订单号
- **Pieces (cartons and pallets) and weight**
件数（纸箱或托盘）及重量
- **Freight terms**
货运条款
- **Ship date**
发货日期
- **Carrier name**
承运人名称
- **Carrier freight PRO/tracking number**
承运人货运 PRO/跟踪号
- **If all one SKU, SKU number**
如果为一个 SKU, SKU 号
- **Prominent notation of : DELIVERY APPOINTMENT REQUIRED**
显著标示：交货 需要预约

American Crafts does not accept COLLECT shipments unless prior arrangements have been made.

除非有事先安排，否则American Crafts不接受到付货物。

COMMERCIAL INVOICE / PACKING LIST / CERTIFICATE OF WEIGHT AND MEASUREMENT

SHIPPER :	TEL :	DATE :
ADDRESS :	FAX :	INVOICE NO. :
EMAIL :		SALESMAN :
FACTORY :	TEL :	
ADDRESS :	FAX :	
SHIPPED TO : American Crafts	TEL : 801-226-0747	COUNTRY OF ORIGIN :
ADDRESS : 6077 Wells Park Rd, West Jordan UT 84081 USA	FAX : 801-226-5086	DESTINATION : Los Angeles
BILL TO : American Crafts	TEL : 801-226-0747	PORT OF LOADING :
ADDRESS : 588 W 400 S Suite 125, Lindon UT 84042 USA	FAX : 801-226-5086	TERMS : FOB
CONTACT :		

YOUR PO NO	STYLE NO.	DESCRIPTION OF GOODS	TOTAL QTY	HTS CODES	TOTAL CTN	PCS PER CTN	UNIT WEIGHT		TOTAL WEIGHT		MEASUREMENT CBM	TOTAL CBM	UNIT PRICE USD	AMOUNT USD
							N.W. KGS	G.W. KGS	N.W. KGS	G.W. KGS				
<p><u>SHIPPING MARK</u></p> <p>American Crafts Purchase Order No: Item No: Description: Outer Carton QTY: G/W (Kg): —</p>														
TOTAL:													-	\$ -

TOTAL: _____ (XX) CARTONS ONLY
 TOTAL: UNITED STATES DOLLARS _____ (US\$ _____) ONLY.

PAYMENT TERMS: 30 DAYS AGAINST ON BOARD DATE (EID)

REMARK : (1) DECLARATION: NO WOOD PACKING MATERIAL USED IN THIS SHIPMENT
 (2) THIS COMMERCIAL INVOICE / PACKING LIST ALSO SERVES CUSTOMS PURPOSE

Information For Payment
 Banker:
 Address:
 Bank A/C:
 Swift:

FORWARDER : _____
 TEL : _____

Authorized Signature: _____ Received By: (Pls sign with company chop)

NOTE: NO CLAIM WILL BE ACCEPTED UNLESS ANY SHORTAGE OR DEMAGTO BE REPORTED TO OUR OFFICE WITHIN 3 DAYS FROM INVOICE DATE.

Receiving

- As noted previously, Seller must provide 72 hour advance notice prior to arrival of shipment, either at the freight forwarder or the Utah Warehouse, whichever applies.
 如前所注，销售方必需在货物到达前 72 小时进行通知，既适用货运代理，也适用犹他州库房。

This guide outlines the requirements of shipments sent to American Crafts Inc. Deviations from these requirements increase costs and the potential for errors when processing orders. Therefore, American Crafts will levy fees, based on the following table, to correct and bring product to a compliant condition. These fees are nothing more than a recapture of costs to bring inventory up to the standard of condition. See **Schedule B**. 该指南列明了发给 America Crafts Inc 的货物货运要求。不规范的操作将会导致成本的上升和增加不必要的负担。因此，为了弥补因操作不规范导致的错误，America Crafts 会在条件许可的情况下对产品进行返工，以保证正常的出货质量和秩序。返工费和追加的成本将根据下表收取。该费用仅是对纠正货物以使之符合要求标准而产生的成本的弥补，请见附件B。

Schedule B Purchase Price Adjustments

To the extent Seller ships or otherwise delivers goods that are either late or Nonconforming, Purchaser may, along with all other remedies available hereunder including rejection of shipment, take any applicable discount or charge against Seller's invoice for rework of the shipment as follows: 对于销售方发运的或交付的延期或不符合要求的产品，除了采取依此可适用的所有包括拒收货物在内的措施外，购货方还可以依照如下在销售方发票所列价格的基础上实施相应折扣或收取费用：

Failure to Notify 72 Hours Prior to Shipment 没有在装运前72小时进行通知

- **Purchaser shall charge Seller one hundred dollars (US\$100.00) for failure to notify Purchaser of incoming shipment 72 hour prior to shipment.**
对于销售方没有在装运前 72 小时通知购货方到货的，购货方将收取一百（100.00）美元费用。

Late Shipments 延迟装运

- **3-5 Days Late.** If Receipt Date (as defined in this Schedule A below) is between three and five Days later than promised, Purchaser shall take a 10% discount on the invoice.
延迟 3-5 天：如果接收日（见附件 A 所定义）比约定交货日晚 3-5 日，购货方将对发票实施百分之十（10%）的折扣。
- **6-10 Days Late.** If Receipt Date is between six and ten Days later than promised, Purchaser shall take a 15% discount on the invoice.
延迟 6-10 天：如果接收日比约定日期晚 6-10 天，购货方将对发票实行 15% 的折扣。
- **11+ Days Late.** If Receipt Date is more than eleven Days later than promised, Purchaser may take a 20% discount on the invoice.
延迟 11 天及以上：如果接收日比约定日期晚 11 天及以上，购货方可以对发票实施 20% 的折扣。
- **Samples.** If Samples are not received 4 weeks prior to the Receipt Date of the corresponding shipment, Purchaser reserves the right to discount the invoice associated with the shipment by 2% of the purchase price. (Purchaser requires 5 each.)
样品：如样品在货物到达前四（4）个星期没有收到，购货方有权对相关运次货物的发票所列购买价实施 2% 的折扣。（每样购货方需要五（5）个。）

Nonconforming Receipt of Goods 货物接收不符

- **No Packing Slip.** If Shipment does not contain a Packing Slip, Purchaser will assess a fine of US\$150.00
无装箱单：如出运的货物不含装箱单，则购货方上午罚款为一百五十（150.00）美元。
- **Packing Slip Inaccuracies.** If the Packing Slip does not exactly correspond to the shipment in areas such as but not limited to item description, part number, quantity, purchase order number and customer name, Purchase will assess a fine of US\$50.00 per inaccuracy.
装箱单不准确：如果装箱单不符合相应产品的包括但不限于货物描述、零件编号、质量、采购订单编号和客户姓名，对于每一处不准确，购货方评估的罚款为五十（50.00）美元。
- **No Purchase Order on Pallet.** If pallets lack labeling of Purchase Order Number as noted in this document, Purchaser will assess a fine of US\$150.00.
托盘上无采购订单：如果托盘上没有按照本文件标注采购订单号，购货方的罚款为一百五十（150.00）美元。
- **Inaccuracy of Contents.** If the shipment contains items not listed on the packing slip or packing slip shows items not included in the shipment, Purchaser will assess a fine of US\$250.00.
内容不准确：如果货物所含项目没有在装箱单上列出或装箱单上显示的项目没有出现在货物中，购货方评估的罚款为二百五十（250.00）美元。
- **Failure to Schedule an Appointment with the Utah Warehouse 72 hours Prior to Arrival (Domestic Sellers Only).** If the Seller fails to inform the Utah Warehouse of shipment arrival 72 hours prior, Purchaser will assess a fine of US\$200.00.
没有在到达前七十二（72）小时与犹他州库房安排预约（只适用美国境内销售方）：如果销售方没有提前七十二（72）小时通知犹他州库房到货，购货方评估的罚款为二百（200.00）美元。
- **Delivery at Utah Warehouse without Any Appointment.** If the Seller fails to inform the Utah Warehouse of shipment arrival, Purchaser will assess a fine of US\$200.00.
在犹他州库房无预约交付：如果销售方没有通知犹他州库房到货，购货方评估的罚款为二百（200.00）美元。
- **Shipments Sent Collect Without Authorization.** If shipment arrives collect without prior authorization, Purchaser will assess a fine of US\$250.00.
未授权的货到付款：未取得提前授权而采取货到付款的，销售方的罚款为二百五十（250.00）美元。
- **Quality Inspection Failure.** If shipment fail to pass initial quality inspection, as noted in Schedule A on areas such as but not limited to pallet height, pallet size, pallet grade, Purchaser will assess a fine of US\$150.00 and any associated rework charges, noted below.
质量检测未通过：如果货物未通过首次质量检测，如附件A所注，例如但不包括托盘高度、托盘尺寸、托盘级别，购货方将收取一百五十（150.00）美元及任何因返工而产生的费用，见如下。

- **Partial or Mixed Cartons.** If shipment contains partial or mixed cartons that are not adequately labeled, Purchaser will assess a fine of US\$50.00 per carton.
不满箱或混装纸箱：如果货物包含不满或混装的纸箱但销售方没有充分标注，购货方评估的罚款为五十（50.00）美元。
- **UPC Does Not Scan.** If UPC on product, packaging, or master carton fails to scan, Purchase will assess a fine of US\$300.00 and any associated rework charges, noted below.
UPC 不能扫描：如果产品、包装或外箱上的 UPC 不能扫描，购货方将收取的罚款为三百（300.00）美元及任何因重做而产生的返工费用，见如下。
- **Inappropriate labeling and packing configurations.** If any goods shipped with non-compliant labels, marking or with incorrect packing configurations due to fault of the manufacturer, Purchaser will assess the total amount that we are charged back from our customer or rework fees incurred by American Crafts, with an additional \$150 non-compliance fine. All these will be charged back on the 5th of each month.
如因生产厂家原因导致收到的货物标签、箱唛或装箱数量于实际要求不符，买方有权要求生产厂家承担相应的客人罚金或由此产生返工费用。每次这类事件发生，买方有权向生产厂家收取\$150 的额外罚金作为惩罚。所有因此所导致的罚金将在每月 5 日于生产厂家进行结算或抵扣。

Rework Charges 返工费用

- Purchaser shall charge Seller one hundred fifty dollars (US\$150.00) per hour for any rework necessary prior to acceptance of the order. Said rework charges shall be either (a) billed to Seller by Purchaser; or (b) taken as a discount against the Seller's invoice.
在接受订单之前对于必要的返工，购货方将按每小时，每个工人一百五十（150.00）美元收取。该返工费用购货方既可以（a）直接向销售方收取，也可以（b）处理为对销售方发票价格的折扣。

Product Quality Issues 产品质量问题

- **Manufacturer Defect.** Purchaser has the right to charge back Seller for any customer returns due to a manufacturer defect. If Seller wishes to have the defective product returned, Seller will be responsible for all costs associated with returning the defective product. Seller is required to provide a UPS or FedEx account number (or both) in order for the defective product to be returned.
制造瑕疵：对于客户因生产商瑕疵而退货的，购货方有权从销售方扣回款项，如果销售方希望将瑕疵产品退回的，销售方将负责所有因瑕疵产品退回而产生所有的费用，为了产品退回，销售方应该提供其 UPS 或 FedEx 到付账号。
- **Product Recall.** If Purchaser identifies a significant quality problem that would warrant a full recall of a SKU or product line, it will be the Purchaser's decision as to whether or not repair is an option to the quality problem identified. If repair is not a timely option as defined by Purchaser, Purchaser reserves the right to return 100% of the product ordered and receive a credit for the total amount purchased. If timely repair is an option, Purchaser is entitled to a 50% discount on the total amount of the product purchased. Seller will be responsible for all shipping costs.
产品召回：如果购货方发现足以引起SKU或产品线完全召回的重大质量问题，购货方有权决定是否对已发现的质量问题进行维修。如果时间和条件不允许购货方对质量问题进行维修，购货方有权100%退还所订购产品并获得全部采购金额的退款。如果时间允许可以维修的，购货方有权对采购产品的总金额实施50%的折扣。销售方负责全部货运费。

As used in this Schedule B, the following terms have the following meanings:
在本附件B中，如下词语的意思如下：

- **"Day"** shall mean a calendar day, not a business day.
“天”是指自然日，而非工作日。
- **"Receipt Date"** shall mean the date the shipment is received by Purchaser.
“接收日”是指购货方收到货物的日子。