

CLOTHING PURCHASE AGREEMENT

This Clothing Purchase Agreement ("Agreement") is entered into on this [date] by and between:

1. **[Clothing Company Name]**, a company incorporated and existing under the laws of the United Kingdom, having its principal office at [Company Address], London, United Kingdom (hereinafter referred to as the "Buyer"), and
2. **[Factory Name]**, a company incorporated and existing under the laws of Vietnam, having its principal office at [Factory Address], Vietnam (hereinafter referred to as the "Seller").

RECITALS:

WHEREAS, the Buyer desires to purchase, and the Seller agrees to supply, clothing products as described in this Agreement;

WHEREAS, both parties wish to establish terms and conditions for the production, shipping, and delivery of the clothing products;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Products and Volumes

1.1 The Seller agrees to manufacture and supply, and the Buyer agrees to purchase, the following styles of clothing (referred to collectively as "Products"):

- SKU001: Men's Classic White T-Shirt (1,000 units)
- SKU002: Women's Relaxed Fit Jeans (0 units)
- SKU003: Unisex Zip-Up Hoodie (0 units)
- SKU004: Men's Slim Fit Chinos (2500 units)
- SKU005: Women's Summer Maxi Dress (1,500 units)
- SKU006: Kids' Cotton Pajamas (2,000 units)
- SKU007: Men's Quilted Winter Jacket (1,200 units)
- SKU008: Women's Waterproof Raincoat (1,800 units)
- SKU009: Unisex Lightweight Windbreaker (3,500 units)
- SKU010: Men's Crew Neck Sweater (2,800 units)
- SKU011: Women's Athletic Leggings (4,500 units)

- SKU012: Kids' Graphic T-Shirts (3,000 units)
- SKU013: Men's Linen Short-Sleeve Shirt (1,800 units)
- SKU014: Women's Boho Skirt (1,200 units)
- SKU015: Unisex Cotton Beanies (2,500 units)
- SKU016: Men's Cargo Shorts (2,200 units)
- SKU017: Women's Formal Blouse (1,700 units)
- SKU018: Kids' Waterproof Boots (2,000 units)
- SKU019: Unisex Thermal Undergarments (2,800 units)
- SKU020: Men's Sports Shorts (3,200 units)
- SKU021: Women's Puffer Vest (1,500 units)
- SKU022: Kids' Knit Cardigans (2,200 units)
- SKU023: Men's Leather Belt (3,000 units)
- SKU024: Women's Ankle Boots (1,800 units)
- SKU025: Unisex Oversized T-Shirts (4,000 units)

1.2 Total quantities per style and purchase order may be adjusted only by written agreement between both parties.

1.3 All Products shall conform to the specifications, designs, and quality standards provided by the Buyer to the Seller in writing before production begins.

2. Delivery Dates

2.1 The Seller shall ship the Products in accordance with the following delivery schedule:

- Batch 1 (20% of total quantities for all SKUs): Shipment must be dispatched by [Date].
- Batch 2 (Remaining 80% of total quantities for all SKUs): Shipment must be dispatched by [Date].

2.2 Time is of the essence. The Seller shall immediately notify the Buyer of any circumstances that may result in delays to the agreed delivery dates.

2.3 In the event of a delay not caused by force majeure, the Buyer reserves the right to impose a penalty of 2% of the invoice value per week of delay, up to a maximum of 10% of the total invoice value.

3. Shipping Terms

3.1 All shipments shall be made FOB (Free On Board) Port of Ho Chi Minh City, Vietnam.

3.2 The Seller shall be responsible for:

- Preparing and providing all necessary shipping documentation, including invoices, packing lists, certificates of origin, and other required export documentation.

3.3 The Buyer shall be responsible for:

- Arranging freight forwarding and ocean freight from the FOB point.
- Import duties, taxes, and fees upon arrival in the United Kingdom.

3.4 Each shipment shall be accompanied by an accurate packing list, clearly itemizing the SKUs, quantities, and batch numbers.

4. Payment Terms

4.1 The total purchase price for the Products shall be calculated based on the unit prices provided in Exhibit A (Price Schedule).

4.2 Payment shall be made as follows:

- **30% deposit** upon signing of this Agreement and issuance of the purchase order.
- **70% balance** upon receipt of the Bill of Lading and other relevant shipping documents.

4.3 Payments shall be made via wire transfer to the Seller's designated bank account. The Seller's banking details are as follows:

- Account Name: [Seller's Account Name]
- Bank Name: [Bank Name]
- Account Number: [Account Number]
- SWIFT Code: [SWIFT Code]

4.4 The Buyer reserves the right to withhold final payment if the Products do not meet the agreed-upon quality standards.

5. Quality Assurance

5.1 The Seller warrants that all Products shall:

- Conform to the Buyer's specifications, samples, and quality standards.
- Be free from defects in materials and workmanship.
- Comply with all applicable laws and regulations in both Vietnam and the United Kingdom.

5.2 The Buyer reserves the right to conduct inspections at the Seller's manufacturing facility prior to shipment. Any non-conforming Products identified during inspections must be reworked or replaced at the Seller's expense.

6. Force Majeure

6.1 Neither party shall be liable for delays or failure to perform under this Agreement due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or government actions.

6.2 The party affected by a force majeure event must notify the other party in writing within five (5) business days of the event and provide supporting documentation.

6.3 If the force majeure event continues for more than thirty (30) days, either party may terminate this Agreement without penalty.

7. Confidentiality

7.1 Both parties agree to keep confidential all information related to this Agreement, including pricing, product designs, and business operations.

7.2 Confidential information shall not be disclosed to any third party without prior written consent, except as required by law.

8. Termination

8.1 This Agreement may be terminated by either party:

- Upon thirty (30) days' written notice to the other party.

- Immediately, if the other party breaches any material term of this Agreement and fails to remedy such breach within ten (10) business days of receiving written notice.

8.2 Upon termination, the Seller shall cease production and shipment of Products, and the Buyer shall pay for all Products already delivered or in transit.

9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

9.2 Any disputes arising under this Agreement shall first be resolved through good-faith negotiation between the parties. If a resolution cannot be reached within thirty (30) days, the dispute shall be referred to arbitration under the rules of the London Court of International Arbitration (LCIA). The arbitration shall be conducted in English, and the decision shall be final and binding.

10. Miscellaneous

10.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings.

10.2 Any amendments to this Agreement must be made in writing and signed by both parties.

10.3 Notices under this Agreement shall be sent to the addresses specified above, or such other address as a party may designate in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For the Buyer:

Authorized Representative
[Name and Title]
[Clothing Company Name]

For the Seller:

Authorized Representative

[Name and Title]

[Factory Name]