

2024-08-06 14:59:57
Hobby Lobby Stores

IMPORT PURCHASE INFORMATION

EMAIL COVER SHEET

Phone:(405)745-1100

Ship To: HOBBY LOBBY INC. WAREHOUSE
3701 S. MACARTHUR BLVD
OKLAHOMA CITY, OK 73179

Bill To: HOBBY LOBBY STORES INC.
7707 S.W. 44TH STREET
OKLAHOMA CITY, OK 73179

Vendor: E&E CO.,LTD.
45875 NORTHPORT LOOP EAST
FREMONT, CA

Phone Number: 510-946-2262
Fax Number:
Email address: miya.wan@jlachina.com
Contact: Miya Wan

Our Purchase Order#: W0679443
Ship Date: 2024-10-30
Cancel Date: 2024-11-14
Payment Terms: T/T
Quoted Exchange Rate:
Port Country: CHINA
Port City: FOB NINGBO
Shipping Terms: FOB
Buyer: Jon Cunningham
Total Cost: \$4,219.20

Custom Broker: Expeditors Int'l of WA, Inc - DFW
Attention: Randy Langley
506 E Dallas Rd, Suite 400
Grapevine, TX 76051
Telephone: (817) 305-4000

Comments: PLEASE CONFIRM RECEIPT

Total Cube: 375.04 FEET

SHIPPING CONTACT: OOCL LOGISTICS
OFFICE: CHINA - NINGBO_
1st CONTACT EMAIL
OLLHOBBYNIN@OOCLOGISTICS.COM

PHONE NUMBER/FAX NUMBER
+86 574 83878217

CC: miya.wan@jlachina.com; yvonne.wang@jlachina.com

SPECIAL HANDLING INSTRUCTIONS

Please confirm receipt of order to lisa.christerson@hobbylobby.com

General Purchase Order Terms Import Vendors

Hobby Lobby Stores, Inc. and its affiliate Mardel, Inc. (as applicable, the “**Purchaser**”), and the selling vendor (the “**Vendor**”) agree these general purchase order terms (the “**Terms**”) shall apply to all purchase orders for products sold by Vendor to Purchaser (the “**Products**”).

1. Order Details

1.1 Sales Confirmation. Vendor shall complete a sales confirmation to include the information listed in the “Sales Confirmation & Commercial Invoice” document at <https://docs.hobbylobby.com/>. Vendor shall email the completed sales confirmation to Purchaser’s buying representative.

1.2 Changes to Sales Confirmation. Vendor shall email any changes to the sales confirmation to Purchaser’s buying representative prior to the shipment.

1.3. Payment Terms. Payment terms are listed on each respective Purchase Order and begin on the date the bill of lading is issued. Documents for each payment type are listed under “International Documents” at <https://docs.hobbylobby.com/>.

1.4. Product Details and Consistency. Vendor shall supply the Products consistent with the product quotation and specifications agreed upon with the Purchaser. All Products shall conform, in materials and workmanship, to any samples provided by Vendor to Purchaser. Vendor confirms all product detail sheets provided to Purchaser are true, accurate, and complete.

1.5. Product Labels. Vendor shall supply the Products with any applicable labeling listed on the Purchase Order as detailed in the “International Packaging and Labeling Standards” document at <https://docs.hobbylobby.com/>.

1.6. Cubic Foot Measurements. Vendor agrees Product quotations included accurate cubic foot carton measurements. A penalty equal to the difference in freight costs between the quoted and actual cubic foot carton measurements for variations in excess of a 5% shall be deducted from Vendor’s first cost.

1.7. Generalized System of Preferences (“GSP”) and Trade Agreements. For Products eligible for preferential treatment under the Generalized System of Preferences or other trade agreement, Vendor shall comply with requirements detailed under “Trade Agreement Requirements” at <https://docs.hobbylobby.com/>, including listing the following statement on the sales confirmation/commercial invoice: “[Enter Vendor Name] hereby declares that the goods listed were produced in [Enter Country of Final Production] and that the goods comply with the origin requirements specified for those goods in the Generalized System of Preferences for goods exported to the United States.”

2. Commercial Invoice and Importation

2.1. Commercial Invoice. Vendor shall complete a commercial invoice to include the information listed in the “Sales Confirmation & Commercial Invoice Requirements” document at <https://docs.hobbylobby.com/>. Vendor shall contact the “Shipper Contact” listed on the respective purchase order cover sheet titled “Import Purchase Information” for direction regarding delivery of the completed commercial invoice.

2.2. Documents Necessary for Importation. Vendor shall provide any documentation, including corrected documentation, required by Purchaser or US Customs to properly import Products into the United States, including the documents listed under the “Other Documents” and “Safety Data Sheets (Detail Sheets)” sections at <https://docs.hobbylobby.com/>. Vendor shall pay Purchaser an administrative penalty of US\$250.00 for each shipment Vendor fails to provide all documents required in this section.

2.3. Shipping Container Utilization. For single shipper with one full or multiple containers, Vendors shall load cargo consistent with the following container utilization:

Standard Containers:

Container Size	Minimum Volume	Cargo Volume Reference
40' Standard	51 CBM / 1800 cu.ft	55 CBM / 1940 cu.ft
40' HQ	61 CBM / 2150 cu.ft	65 CBM / 2300 cu.ft
45'	71 CBM / 2500 cu.ft	75 CBM / 2650 cu.ft

Container Type	Weight Maximum
40' HC	19504 KGS
45' HC	19504 KGS
40' STD	19504 KGS
20' STD	16800 KGS

Refrigerated Containers:

Container Type	Target CBM	Maximum Cargo Weight
40' RQ	68	17,500 KGS
40' RF	58	17,500 KGS
20' RF	26	15,500 KGS

Vendor shall pay any freight differences when failing to utilize container as set forth above, calculated as follows:

$$(\text{Cargo Volume Reference} - \text{Actual Shipping Volume}) \times (\text{Total Freight Charge} \div \text{Cargo Volume Reference})$$

Vendor shall not be required to pay any freight difference for less than full container load shipments, unless Vendor provided incorrect case dimension. If a portion of the Products fail Purchaser’s quality control inspections and results in a partially filled container, Vendor shall be responsible for the freight differences for the unfilled portion of the container.

2.4. Late Shipment Penalty. Shipments booked after the Purchase Order’s cancellation date are subject to the following penalty to be deducted from the Purchase Order total: 5% if 1 to 7 days late; 10% if 8 to 14 days late, and 15% if over 15 days late. Purchase Orders more than 21 days late are subject to cancellation.

2.5. Cargo Security. Vendor represents to Purchaser that Vendor complies with Purchaser’s “Container Security Requirements” found in section 2 of the “C-TPAT Expectations for Vendors & Manufacturers” document at <https://docs.hobbylobby.com/>. For each container, Vendor shall provide OOCL Logistics the completed “C-TPAT 7-Point Inspection Checklist” at <https://docs.hobbylobby.com/>.

3. Business Standards

3.1. Consumer Product Safety. Vendor represents to Purchaser that Purchaser's sale of the Products in the course of its business will not violate applicable consumer product safety or product liability laws and regulations.

3.2. No Infringement. Vendor represents to Purchaser that Purchaser's sale of the Products in the course of its business will not infringe upon the intellectual property rights of any third party.

3.3. Vendor Code of Conduct. Vendor certifies that it complies with Purchaser's Vendor Code of Conduct set forth at <https://docs.hobbylobby.com/>.

3.4. Anti-Corruption. Vendor certifies that it complies with Purchaser's Anti-Corruption Policy set forth at <https://docs.hobbylobby.com/>.

3.5. Audits. Purchaser's buying agent, Hong Kong Connections, conducts periodic quality control audits of Vendor factories. Purchaser also partners with Bureau Veritas (BV) to ensure cargo security, and Vendor compliance with Purchaser's Vendor Code of Conduct and Anti-Corruption Policy. Vendor agrees to cooperate with Purchaser's audits.

3.6. Certificates of Insurance. Purchaser may require certain Vendors to maintain appropriate insurance. Those Vendors shall provide a certificate of insurance upon request with the requirements listed under the "Certificate of Insurance" tab at: <https://docs.hobbylobby.com/>.

3.7. Government Investigations. Vendor shall promptly notify Purchaser if Vendor is contacted by any government agency regarding any trade or customs related investigation or inquiry, such as anti-dumping duty, countervailing duty, food and drug, environmental, fish and wildlife, or product safety.

3.8. Mutual Indemnification. Purchaser shall indemnify, defend, and hold harmless Vendor from and against any claims, demands, recalls, causes of action, suits, losses, damages, liabilities, costs, attorneys' fees, and expenses (collectively, "**Claims**") arising from any allegation that, if true, would constitute a breach or violation of these Terms by Purchaser. Vendor shall indemnify, defend, and hold harmless Purchaser from and against any Claims related to Vendor's breach or violation of these Terms.

3.9. Miscellaneous. The parties accept these Terms upon the issuance and acceptance of the respective sales confirmation. Any modifications to these Terms are deemed rejected and are null and void without the requirement of notice or objection, unless otherwise accepted in a writing signed by authorized representatives of both parties. These Terms shall be binding upon and insure to the benefit of the parties' respective successors and assigns. Capitalized words in these Terms set forth in a bold font and within quotation marks are defined by the context and shall have the defined meaning when used in a capitalized form elsewhere in these Terms unless otherwise indicated.



Buyer: 25 Jon Cunningham
 Email: jon.cunningham@hobbylobby.com
 Phone: (405)745-1100

Ship To: HOBBY LOBBY INC. WAREHOUSE
 3701 S. MACARTHUR BLVD
 OKLAHOMA CITY, OK 73179

Bill To: HOBBY LOBBY STORES INC.
 7707 S.W. 44TH STREET
 OKLAHOMA CITY, OK 73179

Salesman: Miya Wan
 Email: miya.wan@jlachina.com
 Phone: 510-946-2262

Vendor: 13134 E&E CO.,LTD.
 45875 NORTHPORT LOOP EAST
 FREMONT, CA

PO Type: HLDOMIMP

Ship Via: OOCL LOGISTICS
Port City: FOB NINGBO

Ship Terms: FOB
Port Country: CHINA

Freight Policy:

Pmt. Terms: T/T

Purchase Order#: W0679443

Order Date: 08/06/2024

Ship Date: 10/30/2024

Cancel Date: 11/14/2024

VENDOR COPY

COMMENTS:

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SKU #	DESCRIPTION	SIZE	COLOR	ORIGIN
2417251	CANVAS EMB- PIG W/FLOWERS	18X18X1.18	MULTI	CHINA
<u>VENDOR#:</u> 95C23L609	<u>1ST COST:</u> \$3.600	<u>EXT COST:</u> \$4,219.200	<u>PRE-PRICE:</u> \$24.99	
<u>QTY:</u> 1172	<u>U/M:</u> EACH	<u>INRINR:</u>	<u>INPK:</u>	<u>CSPK:</u> 4
<u>DEPT:</u>	<u>CAT:</u> MEN'S FIXTURE 1	<u>CASE QTY:</u> 293	<u>CUBE:</u> 1.28	<u>EXT CUBE:</u> 375.04
<u>Pre-Price Dept:</u>	- HOME DECOR			

Document Required:

- CARB/EPA CERTIFICATION - DOCUMENTS REQUIRED: COMPLIANCE CERTIFICATE FROM THE MILL THAT PRODUCED THE RAW PANELS. THE COMPLIANCE CERTIFICATE IS ISSUED BY A THIRD PARTY CERTIFIER (TPC). VENDOR WILL SUBMIT A CARB LABEL SAMPLE AND TSCA TITLE VI CERTIFICATION VERIFYING COMPLIANCE OF THE MATERIALS. FOLLOW THE HYPERLINK ON BOTTOM OF PURCHASE ORDER FOR CERTIFICATION FORM.
- GENERAL CONFORMITY CERTIFICATE(GCC) OR CHILDRENS PRODUCT CERTIFICATE(CPC) WHEN APPLICABLE AND/OR SUPPORTING TEST DOCUMENTS
- TSCA CERTIFICATION STATEMENT REQUIRED
- PRINT, SIGN, & SUBMIT THIS DOCUMENT WITH SHIPPING DOCUMENTS.
- [HTTPS://IMGPROD60.HOBBYLOBBY.COM/SYS-MASTER/ROOT/H6F/H53/H00/9526343335966/TSCA%20STATEMENT%2004.04.19.PDF](https://imgprod60.hobbylobby.com/sys-master/root/h6f/h53/h00/9526343335966/TSCA%20STATEMENT%2004.04.19.PDF)

Label(s) Required:

- CARB COMPLIANCE LABEL (SEE ATTACHMENT FROM BUYER)

TOTAL 1ST COST: \$4,219.20
 TOTAL CUBE: 375.04 FEET
 TOTAL SKU #'s: 1

No substitutes or backorders without authorization.

CC: miya.wan@jlachina.com; yvonne.wang@jlachina.com

Vendor number and short name: 13134 - E&E CO., LTD-NINGBO

Links to Product Safety Detail Sheets:

<https://docs.hobbylobby.com/pdf/TSCA%20CERTIFICATION%20STATEMENT.PDF>