



INTRODUCTION

CITYLAB USA is a leading independent producer of branded men's basic apparel with a collection that spans a broad range of T-shirts, jersey tops, fleece tops and bottoms, thermals and accessories. Our mission is simply to produce premium men's basic apparel, incorporating the highest quality fabrics with a distinct hand and attention to detail for fit and durability, and consistently deliver the best value for our customers and end consumers.

Over the last 13 years, CITYLAB has grown from a simple line of high quality T-shirts to become the leading brand in our categories in the New York City street and urban market. Our collection continues to grow and encompasses both perennial classics and marketable current styles for all seasons for both brick and mortar retailers and apparel designers. Whether they are selling our branded CITYLAB apparel, or decorating our products with their own design, our customers have come to trust CITYLAB quality and consistency.

We continue to strive to maintain our high standards for quality and reliability, and produce products that provide the best value for our customers. Thanks to our customers, CITYLAB continues to grow and reach more consumers. We look forward to working with our expanding customer base and to introduce new and exciting products, all with the quality and reliability that is expected from CITYLAB.

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M-F: 8:30 AM - 5:00 PM EST



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0208V

FITTED T-SHIRT, V

Classic fitted V-neck T-shirt made with a soft 100% combed cotton fabric for superior hand and comfort. Substantial 5.2 oz fabric weight adds to softness and durability.

100% Cotton, Combed Jersey, Ringspun. 175 g/sqm (5.2 oz). Loose Packed Bundles.

OPEN STOCK

ICE WHITE, WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.

S M L XL 2XL 3XL 4XL 5XL



* AVAILABLE SPRING 2016.



0208R

FITTED T-SHIRT, CREW

Classic fitted crew neck T-shirt made with a soft 100% combed cotton fabric for superior hand and comfort. Substantial 5.2 oz fabric weight adds to softness and durability.

100% Cotton, Combed Jersey, Ringspun. 175 g/sqm (5.2 oz). Loose Packed Bundles.

OPEN STOCK

ICE WHITE, WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.

S M L XL 2XL 3XL 4XL 5XL



^{*} AVAILABLE SPRING 2016.





R2011SPAN

STRETCH SLIM FIT T-SHIRT, CREW

Fitted crew neck T-shirt cut with a slim profile for a fashionable look. Combed cotton fabric for a soft hand blended with spandex for stretch and comfort.

95% Cotton / 5% Spandex, Combed Jersey, Ringspun. 165 g/sqm (4.9 oz). Individually Packaged.

OPEN STOCK

WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.

ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.







V2011SPAN

STRETCH SLIM FIT T-SHIRT, V

Fitted V-neck T-shirt cut with a slim profile for a fashionable look. Combed cotton fabric for a soft hand blended with spandex for stretch and comfort.

95% Cotton / 5% Spandex, Combed Jersey, Ringspun. 165 g/sqm (4.9 oz). Individually Packaged.

OPEN STOCK

WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.







PR0208V

PREMIUM T-SHIRT, V

Classic fitted V-neck T-shirt made with a luxurious 100% combed cotton fabric for superior hand and comfort. Preshrunk fabric minimizes shrinkage during wash and adds to durability.

100% Cotton, Combed Jersey, Ringspun. 165 g/sqm (4.9 oz). Individually Packaged.

OPEN STOCK

ICE WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.

S M L XL 2XL 3XL 4XL 5XL





PR0208R

PREMIUM T-SHIRT, CREW

Classic fitted crew neck T-shirt made with a luxurious 100% combed cotton fabric for superior hand and comfort. Preshrunk fabric minimizes shrinkage during wash and adds to durability.

100% Cotton, Combed Jersey, Ringspun. 165 g/sqm (4.9 oz). Individually Packaged.

OPEN STOCK

ICE WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.

S M L XL 2XL 3XL 4XL 5XL





0208

BASIC T-SHIRT

Crew neck T-shirt constructed from a soft and durable heavy weight 5.9 oz carded cotton fabric. Full fit styling with 1" wide collar rib.

100% Cotton, Carded Jersey, Ringspun. 200 g/sqm (5.9 oz). Loose Packed Bundles.

OPEN STOCK

ICE WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.

S M L XL 2XL 3XL 4XL 5XL 6XL







0215E

ELONGATED T-SHIRT

Elongated cotton blend crew neck T-shirt designed with a slim fit and highly detailed finish, including bottom side seam splits, contrast front and back length, and curved bottom with wide hem. Luxurious cotton blend fabric for an extra soft hand.

WHITE & BLACK - 50% Cotton / 50% Modal.
OTHER COLORS - 90% Cotton / 10% Polyester.
Combed Jersey, Ringspun. 160 g/sqm (4.7 oz).
Individually Packaged.

PREPACK

ALL COLORS - Minimum packs of six (6) pieces per color, assorted sizes.

PACK	S	M	L	XL	2X	TOTAL
Α	1	2	2	1		6
В		1	2	2	1	6



^{*} AVAILABLE SPRING 2016.







RG0209

RAGLAN 3/4 SLEEVE SHIRT

Raglan baseball style shirt with 3/4 length sleeves. Fashionable slim fit styling with curved bottom hem. 4.7 oz soft cotton blend fabric for superior hand, stretch and comfort.

60% Cotton / 40% Polyester, Combed Jersey, Ringspun. 160 g/sqm (4.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.





RH0210

HENLEY RAGLAN, 3/4 SLEEVE

Raglan sleeve baseball style Henley shirt with 3/4 length sleeves and 3-button front collar. Fashionable slim fit styling with curved bottom hem. 4.7 oz soft cotton blend fabric for superior feel, stretch and comfort.

60% Cotton / 40% Polyester, Jersey, Combed, Ringspun. 160 g/sqm (4.7 oz). Individually Packaged.

PREPACK

ALL COLORS - Minimum packs of twelve (12) pieces per color, assorted sizes.

PACK	S	М	L	XL	2X	3X	TOTAL
Α	2	3	3	2	2		12
В		2	3	3	2	2	12

ICE WHITE	H/GRAY	ICE WHITE	H/GRAY
BLACK	BLACK	NAVY	NAVY
H/GRAY	BLACK	RED	CHARCOAL
RED	BLACK	BLACK	BLACK





TT014

RINGER T-SHIRT

Classic fitted crew neck T-shirt with contrast color ribbed collar and sleeve hems. 100% cotton, 4.7 oz fabric for exceptional hand and comfort.

100% Cotton, Combed Jersey, Ringspun. 160 g/sqm (4.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.

S M L XL 2XL 3XL



* AVAILABLE SPRING 2016.





JH014

JERSEY HOODIE

Light weight pullover hoodie with drawstring hood, front pouch pocket and ribbed wrist cuffs. Soft 5.6 oz cotton blend jersey fabric and fitted styling.

60% Cotton / 40% Polyester, Combed Jersey, Ringspun. 190 g/sqm (5.6 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.





0209R

FITTED LONG SLEEVE SHIRT, CREW

Classic fitted crew neck long sleeve shirt with ribbed wrist cuffs. Soft 5.2 oz 100% combed cotton fabric for superior hand and comfort.

100% Cotton, Combed Jersey, Ringspun. 175 g/sqm (5.2 oz). Individually Packaged.

OPEN STOCK

ICE WHITE & BLACK - Minimum packs of six (6) pieces per size and color.









0209V

FITTED LONG SLEEVE SHIRT, V

Classic fitted V-neck long sleeve shirt with ribbed wrist cuffs. Soft 5.2 oz 100% combed cotton fabric for superior hand and comfort.

100% Cotton, Combed Jersey, Ringspun. 175 g/sqm (5.2 oz). Individually Packaged.

OPEN STOCK

ICE WHITE & BLACK - Minimum packs of six (6) pieces per size and color.





TK2013

JERSEY TANK TOP

Loose fitted tank top, cool and comfortable premium 5.2 oz cotton blend jersey fabric.

60% Cotton / 40% Polyester, Combed Jersey, Ringspun. 175 g/sqm (5.2 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.





0208RT

RIBBED TANK TOP

A-shirt tank top made with a thick 5.2 oz 100% cotton ribbed fabric for form fitting comfort and softness.

100% Cotton, Semi-Combed Jersey, Ringspun. 175 g/sqm (5.2 oz). Individually Packaged.

OPEN STOCK

ICE WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.











IF015PO

SIDE-ZIP PULLOVER HOODIE

PERFORMANCE FLEECE

Stylish pullover hoodie made with triple-layer double-jersey performance fleece for superior comfort and a unique hand. Fashionable slim fit profile features side seam splits with zippers, contrast front and back length, and reverse front pouch pocket for a sleek look.

60% Cotton / 40% Polyester, Combed 3-Ply Double Jersey Fleece, Ringspun. 310 g/sqm (9.1 oz). Individually Packaged.

PREPACK

ALL COLORS - Minimum packs of six (6) pieces per color, assorted sizes.

PACK	S	M	L	XL	2X	TOTAL
Α	1	2	2	1		6
В		1	2	2	1	6







IF015PS

SIDE-ZIP S/S PULLOVER HOODIE

PERFORMANCE FLEECE

Stylish pullover short sleeve hoodie made with triple-layer double-jersey performance fleece for superior comfort and a unique hand. Fashionable slim fit profile features side seam splits with zippers, contrast front and back length, and reverse front pouch pocket for a sleek look.

60% Cotton / 40% Polyester, Combed 3-Ply Double Jersey Fleece, Ringspun. 310 g/sqm (9.1 oz). Individually Packaged.

PREPACK

ALL COLORS - Minimum packs of six (6) pieces per color, assorted sizes.

PACK	S	М	L	XL	2X	TOTAL
Α	1	2	2	1		6
В		1	2	2	1	6



^{*} AVAILABLE SPRING 2016.





IF014JP

JOGGER PANTS

PERFORMANCE FLEECE

Athletic fleece jogger pants made with triple-layer double-jersey performance fleece for superior comfort and a unique hand. Fashionable slim fit profile constructed with knee patchwork and 3" ribbed ankle cuffs for a secure fit and full range of motion. Includes side slant pockets, zipper rear pocket and drawstring waist.

60% Cotton / 40% Polyester, Combed 3-Ply Double Jersey Fleece, Ringspun. 310 g/sqm (9.1 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.





IF015JS

JOGGER SHORTS, 3/4 LENGTH
PERFORMANCE FLEECE

Athletic jogger shorts made with triple-layer double-jersey performance fleece for exceptional comfort and unique hand. Slim profile with 3.5" ribbed shin cuffs fall below the knee for a fashionable look with full range of motion. Features side slant pockets, rear zipper pocket and drawstring waist.

60% Cotton / 40% Polyester, Combed 3-Ply Double Jersey Fleece, Ringspun. 310 g/sqm (9.1 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.











TF013RC

TERRY FLEECE RAGLAN CREW

Crew neck sweatshirt featuring raglan sleeves and front pouch pocket. Fitted styling with mid-weight 8.3 oz cotton blend terry fleece fabric. Available in both solid and 2-tone colors.

60% Cotton / 40% Polyester, Combed Terry Fleece, Ringspun. 280 g/sqm (8.3 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.

S M L XL 2XL





TF013PT

TERRY FLEECE SWEATPANTS

Sweatpants constructed from mid-weight 8.3 oz cotton blend terry fleece. Straight leg styling includes sturdy waist band with drawstring, elastic ankle cuffs and side and rear slant pockets.

60% Cotton / 40% Polyester, Combed Terry Fleece, Ringspun. 280 g/sqm (8.3 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.

S M L XL 2XL







TF014SS

TERRY FLEECE SHORTS

Athletic fleece shorts made from a heavy weight terry fleece fabric with exceptional comfort and durability. Strong waist band support with side and back pockets and hemmed bottom.

60% Cotton / 40% Polyester, Combed Terry Fleece, Ringspun. 310 g/sqm (9.1 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.

S M L XL 2XL





SW09T

FLEECE CREW

Heavy weight crew neck sweatshirt with substantial 9.7 oz combed cotton blend fleece. Full fit styling for maximum comfort and warmth.

80% Cotton / 20% Polyester, Combed Fleece, Ringspun. 330 g/sqm (9.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.





CL011POHD

PULLOVER FLEECE HOODIE

Heavy weight 9.7 oz cotton blend fleece pullover hoodie. Features full fit styling for comfort and warmth, includes full lined hood with drawstrings and front pouch pocket.

80% Cotton / 20% Polyester, Combed Fleece, Ringspun. 330 g/sqm (9.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.





CL011HD

ZIP-UP FLEECE HOODIE

Heavy weight 9.7 oz cotton blend fleece full zip hoodie. Features full fit styling for comfort and warmth, lined hood with drawstrings and front pouch pockets.

80% Cotton / 20% Polyester, Combed Fleece, Ringspun. 330 g/sqm (9.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.







CL011PT

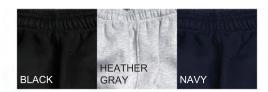
FLEECE SWEATPANTS

Sweatpants constructed from heavy weight 9.7 oz cotton blend fleece. Full fit styling for comfort and warmth. Features strong waist band with drawstring, side slant pockets and rear zipper pocket. Includes elastic ankle cuffs with side ankle zippers.

80% Cotton / 20% Polyester, Combed Fleece, Ringspun. 330 g/sqm (9.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.





RG012PO

RAGLAN PULLOVER FLEECE HOODIE

Heavy weight 9.7 oz cotton blend fleece pullover hoodie, featuring contrast color hood and raglan sleeves. Full fit styling for comfort and warmth, full lined hood with drawstrings and front pouch pocket.

80% Cotton / 20% Polyester, Combed Fleece, Ringspun. 330 g/sqm (9.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.





SW012RG

RAGLAN FLEECE CREW

Fleece crew neck sweatshirt made with heavy weight 9.7 oz cotton blend fleece fabric. Features contrast color raglan sleeves and front pouch pocket.

80% Cotton / 20% Polyester, Combed Fleece, Ringspun. 330 g/sqm (9.7 oz). Individually Packaged.

OPEN STOCK

ALL COLORS - Minimum two (2) pieces per size and color.











T2013

CLASSIC THERMAL SHIRT

Classic thermal shirt constructed with a soft heavy weight 7.2 oz cotton blend waffle knit fabric for comfort, warmth and durability. Crew neck collar, ribbed wrist cuffs and straight hemmed bottom.

60% Cotton / 40% Polyester, Combed Waffle, Ringspun. 245 g/sqm (7.2 oz). Loose Packed Bundles.

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.

S M L XL 2XL 3XL 4XL 5XL





TH0209

FITTED THERMAL SHIRT

Light weight base layer crew neck thermal shirt. Soft 5.3 oz cotton blend mini-waffle knit fabric and fitted styling adds warmth and comfort. Perfect for layering. Matches with TP0209.

80% Cotton / 20% Polyester, Combed Mini-Waffle, Ringspun. 180 g/sqm (5.3 oz). Individually Packaged (Hangable).

OPEN STOCK

WHITE & BLACK - Minimum packs of twelve (12) pieces per size and color.
ALL OTHER COLORS - Minimum packs of six (6) pieces per size and color.







TP0209

FITTED THERMAL PANTS

Light weight base layer thermal pants with durable waist and ankle bands for comfort and rage of motion. Soft 5.3 oz cotton blend mini-waffle fabric and fitted styling adds warmth and comfort. Perfect for layering. Matches with TH0209.

80% Cotton / 20% Polyester, Combed Mini-Waffle, Ringspun. 180 g/sqm (5.3 oz). Individually Packaged (Hangable).

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.







RIBLS

RIBBED THERMAL SHIRT

Light weight base layer crew neck thermal shirt. Soft 5.3 oz cotton blend mini-ribbed fabric for stretch, comfort and range of motion. For fitted styling perfect for layering. Matches with RIBDR.

80% Cotton / 20% Polyester, Semi-Combed Ribbed, Ringspun. 180 g/sqm (5.3 oz). Individually Packaged (Hangable).

OPEN STOCK

WHITE & BLACK - Minimum packs of six (6) pieces per size and color.







RIBDR

RIBBED THERMAL PANTS

Light weight base layer thermal pants. Soft 5.3 oz cotton blend mini-ribbed fabric for stretch, comfort and range of motion. Form fitted styling perfect for layering. Matches with RIBLS.

80% Cotton / 20% Polyester, Semi-Combed Ribbed, Ringspun. 180 g/sqm (5.3 oz). Individually Packaged (Hangable).

OPEN STOCK

WHITE & BLACK - Minimum packs of six (6) pieces per size and color.









SOCKS

MEN'S & BOYS' ATHLETIC SOCKS

ANKLE, LO-CUT & CREW

Athletic socks with high cotton content and cushion soles in various lengths in 2 sizes [Men's & Boys' (also fits women)]. Available in individual bundles of 3-pairs.

M1013AK, B0911AK - 80% Cotton / 17% Polyester / 3% Rubber M1013LO, B0911LO - 86% Cotton / 13% Polyester / 1% Rubber M1013CR, B0911CR - 72% Cotton / 22% Polyester / 6% Rubber

OPEN STOCK

Minimum packs of four (4) 3-pair bundles [12 pairs total] per style and color option.

MEN'S Sock 10-13, Shoe 6-12.5 BOYS' Sock 9-11, Shoe 4-10.5

M1013AK, B0911AK COLOR OPTIONS



M1013LO, B0911LO COLOR OPTIONS



M1013LO, B0911LO COLOR OPTIONS



M1013AK - MEN'S Athletic ANKLE Socks B0911AK - BOYS' Athletic ANKLE Socks



M1013CR - MEN'S Athletic CREW Socks B0911CR - BOYS' Athletic CREW Socks







T015B

THERMAL BEANIE

Thermal beanie skully hat made from durable waffle knit cotton blend fabric with spandex for stretch, comfort and warmth. One size fits most.

55% Cotton / 40% Polyester / 5 % Spandex, Carded Waffle, Ringspun. 260 g/sqm (7.7 oz) Loose Pieces.

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.

ONE SIZE





W013B

WOOL BLEND BEANIE

Warm, comfortable and durable beanie hat made with ribbed wool blend knitted yarn. Available in 2 sizes in solid and 2-tone trim colors.

50% Wool / 50% Acrylic, Stoll Machine Knitted Yarn. 70 g/pc. Loose Pieces.

OPEN STOCK

ALL COLORS - Minimum packs of six (6) pieces per size and color.

S/M L/XL











I-D COLLECTION

While CITYLAB has served the brick and mortar retail market for over 13 years, many designers and printers looking to start their own clothing brands have come to us seeking higher quality blank apparel to represent their brands. In response, we launched our I-D Collection in 2014.

I-D Collection includes our highly popular Fitted T-Shirt and features easy-to-remove tear-away collar labels and full open stock availability. With I-D Collection now makes it easier than ever to build your brand with superior quality T-shirts, differentiating your designs and helping designers market a premium product.

In addition to tear-away labels with our I-D Collection, we have incorporated collar tags for many other items from our main collection to be print-friendly. While these items have sewn-in labels with CITYLAB branding, we have designed these tags to be removable without leaving residual material or stitch marks.



Tear-away collar tags for easy removal and no residual material.

ITEMS ID1301, ID1101, TT014



Horizontal tag, sewn in on sides on fabric patch. Easy to cut out with minimal residual material.

ITEMS
IF015PO, IF015PS, SW09T, CL011POHD,
CL011HD, RG012PO, SW012RG,
TF013RC, JH014, T2013



Narrow satin sewn-in tag, easy to cut off with minimal residual material.

ITEMS RG0209, RH0210, TT014



ID1301

FITTED T-SHIRT, CREW, TA TAG
I-D COLLECTION

Our popular FITTED T-SHIRT [0208R] with easy-to-remove tear-away collar tags. Designed specifically for printers and designers. Substantial 5.2 oz fabric weight and fine 100% combed cotton add a luxurious hand and supports vivid prints and decoration.

100% Cotton, Combed Jersey, Ringspun. 26S, 175 g/sqm (5.2 oz). Loose Pieces.

OPEN STOCK

ALL COLORS - All colors and sizes by the piece.

S M L XL 2XL 3XL 4XL 5XL









ID1101

145G T-SHIRT, CREW, TA TAG I-D COLLECTION

A lighter weight alternative to our popular ID1301 T-Shirt. 4.3 oz (145 g/sqm) fabric weight and fine 100% combed cotton with higher yarn count maintain a soft hand and supports vivid prints and decoration.

100% Cotton, Combed Jersey, Ringspun. 32S, 145 g/sqm (4.3 oz). Loose Pieces.

OPEN STOCK

ALL COLORS - All colors and sizes by the piece.







POLICIES

ORDERS. All order from the main collection (non I-D Collection) are subject to a minimum order quantity of five (5) dozen pieces of any combination of items. Orders from the I-D Collection are subject to minimum order value of \$200 per order. All initial orders from new wholesale accounts are subject to a minimum quantity of ten (10) dozen pieces of any combination of items.

Orders will only be accepted by the designated buyer(s) for the customer account, unless prior notice is provided. Wholesale accounts may not resell or distribute CITYLAB products to other commercial buyers without prior approval from CITYLAB USA Inc.

Payment must be provided at the time of order. Orders will not be processed, packed or held until payment method is secured.

PRICES. CITYLAB prices are non-negotiable and apply to all customer accounts and order volumes. Wholesale prices are subject to change at any time. Updated price lists will be distributed by CITYLAB to wholesale accounts by e-mail.

SHIPMENT. CITYLAB ships through UPS ground service, but can accommodate customer directed collect freight shipment. Orders generally ship on a same-day basis if submitted and confirmed by 2:00 PM EST. All shipping costs are the sole responsibility of the customer. Orders may also be picked up from our warehouse location during normal business hours.

RETURNS/EXCHANGES. All returns and/or exchanges are subject to our Return Policy. Customers must notify CITYLAB of any returns or exchanges within 15 days of receipt of order and must receive a Return Authorization from CITYLAB. Any and all returns of products ordered must be unaltered and in their original packing and quantities. All returns are subject to a 15% restocking fee, excluding product defects and/or errors in order processing and shipment made by CITYLAB. All shipping costs are the sole responsibility of the customer and are not refundable.



TERMS AND CONDITIONS

- 1. Acceptance of Order by Seller. CITYLAB USA, Inc. ("Seller") shall not be deemed to have accepted any order (or any portion thereof) of Customer, with respect to any of Seller's CITYLAB® branded products, until such order shall have been approved by Seller at its home office and such products shall have been delivered by Seller to Customer or by Seller to the carrier for delivery to Customer as provided herein. The acceptance by Seller of any order for any product is based upon the express condition that Customer agrees to accept and be bound by all of the terms and conditions set forth herein. Customer's acceptance of, delivery of, or payment for any of Seller's products shall constitute Customer's assent to such terms and conditions. The terms and conditions set forth herein and Seller's Returned Goods Policy, together with any additions thereto or revisions thereof agreed to in writing by Seller (collectively, the "Terms") shall constitute the entire agreement and understanding of Seller and Customer with respect to the transactions contemplated hereby. Such Terms shall control irrespective of any inconsistent or additional terms and conditions, whether printed or otherwise, set forth in any communication from Customer to Seller, or which otherwise would be deemed established by any course of dealing, course of performance or usage of trade, unless otherwise provided herein or specifically agreed to in writing by Seller.
- 2. Order Confirmation; Invoices. Upon receipt of an order for products, Seller may, at its option, acknowledge such receipt by forwarding to Customer an "Order Acknowledgment." Any such Order Acknowledgment shall not be deemed to constitute Seller's acceptance of the order or any portion thereof; such acceptance shall only occur as provided in Section 1 hereof. To the extent that any terms and conditions set forth in any such Order Acknowledgment, or in any invoice delivered by Seller to Customer in connection with any sale of products hereunder are different from, inconsistent with or in addition to these terms and conditions, together with those herein which are not different from or inconsistent with those in such Order Acknowledgment or invoice shall control and constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby.
- 3. Sale by Customer. Unless otherwise specifically agreed by the parties in writing which must be attached to this agreement, the Customer shall resell the products only to consumers and only from those locations expressly authorized by Seller. For purposes hereof, "consumers" is defined to mean individuals who purchase, use and dispose of products for personal, family or household purpose with no intent for resale.
- 4. Product Changes. Seller expressly reserves the right, at any time and without notice, to discontinue the production or change the specifications of any product, and no such change in specifications shall affect any order of such product by customer.
- 5. Prices and Payment. Seller's prices are subject to change, at any time and without notice, and shall be those prices in effect for its products at the time of shipment or delivery. Unless otherwise agreed in writing, prices are F.O.B. Seller's place of manufacture and/or distribution of its products. Prices do not include any standard service charges of Seller which may be applicable to sales of its products to the Customer, all of which Customer shall pay. Customer shall also pay and be exclusively liable for all costs of shipping, delivery, insurance and the like after Seller has effected delivery of the products to the carrier. Customers must make payment for Seller's product upon pick-up, delivery to customer or delivery by Seller to carrier for shipment to Customer. Payment may be made in the form of cash of United States dollars, money order, bank check, company check, credit card or debit card. At the sole discretion of Seller, approved Customers may make payment through trade credit, with terms of payment of net thirty (30) days after the date of delivery by Seller to the Customer or to the carrier, in cash of United States dollars, money order, bank check, company check, credit card or debit card. All overdue payments shall be subject to an additional interest and service charge calculated at the lower of eighteen percent (18.0%) per annum or the highest rate allowed by applicable law. If, in the sole judgment of Seller, Customer's financial condition at any time does not justify the commencement or continuance of Seller's delivery of products hereunder, Seller may make a written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel all or any part of Customer's order if Seller does not receive such payment within thirty (30) days after such demand. Customer shall not set off against or deduct from any amounts due to Seller all or any part of any breach or alleged breach by Seller for any obligation of any kind to Customer (whether or not arisin
- 6. Taxes. Prices do not include any tax or other governmental charge or assessment upon the sale, shipment, production or use of products ordered or sold hereunder. Customer shall be solely responsible for, and shall pay to Seller upon demand by Seller, any such tax, charge or assessment (other than any such tax on or measured by Seller's income).
- 7. Title and Risk of Loss. Title to all products supplied shall pass to Customer when delivered to the carrier, and thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any products ordered hereunder shall be borne by Customer.
- 8. Delivery. Seller shall attempt in good faith to effect delivery in accordance with the instructions set forth herein, or on such other schedule as Seller may provide to the Customer in any response to an order, but Seller shall not be responsible or liable for any delays or failures to effect delivery. Seller expressly reserves the right to effect delivery of products ordered in any number of separate shipments. Delivery shall be effected using such modes of transport and such carriers as Seller, in its sole discretion, shall deem appropriate. During any period of shortage of any products, Seller shall have the right to prorate and/or allocate its supply of such product among its customers under any orders and contracts in any manner as Seller may deem appropriate. Seller shall in no event be responsible or liable for delay or failure to effect delivery due to any cause which is unavoidable or beyond Seller's reasonable control and which prevents, impairs or adversely affects in any way Seller's performance hereunder, including but not limited to war, fire, flood, natural disaster, strike, labor dispute, act of God, governmental action, civil disturbance, accident, or inability to obtain or use materials, labor, equipment, facilities or transportation. Seller shall have the right, at its option without penalty or liability for breach, to terminate all or any part of an order or to reschedule delivery within a reasonable time.
- 9. Inspection by Customer; Return of Products; Limitation of Liability. Customer shall carefully examine and check all deliveries of products as they are received and report to Seller within fifteen (15) business days of delivery any alleged error, shortage, defect or nonconformity of any such products (a "return request") in accordance with this Section 9 and Seller's Returned Goods Policy then in effect, which is incorporated by reference into these Terms. If Seller determines that the return request is warranted it will issue a return authorization to Customer in connection with such return request (a "return authorization") and Customer shall promptly return the products to Seller for inspection. Seller reserves the right to refuse delivery of any products returned without a return authorization. Any failure by Customer to examine and report within fifteen (15) business days after delivery of the products shall constitute a waiver by Customer of any claim or right of Customer against Seller arising hereunder or by laws with respect to any such error, shortage, defect or nonconformity reasonably discoverable by such examination and check. Any and all claims by Customer for damage or loss in transit shall be made by Customer against the carrier.
- 10. Exclusion of Warranties. It is the sole and exclusive responsibility of Customer to determine the suitability of any and all products for the Customer's use. There are no expressed or implied warranties of Seller which extend beyond the description of the products. This exclusion means there is no implied warranty of merchantability and fitness for any particular purpose. This exclusion also means that Seller grants no implied warranty arising out of usage of trade, course of dealing or course of performance, and none shall arise out of any sale under this agreement or out of either party's conduct.
- 11. Seller's Trademark. Customer shall have no right to use any of Seller's trademarks or trade name, including but not limited to the name and mark CityLAB and the mark of except solely and directly in connection with the sale or advertising of Seller's products in connection with the resale of such products to consumers, provided however, that Customer is required to comply with the legal prerequisites governing the proper usage and display of such trademarks. Customer shall have no right of any in or to any of Seller's trademarks or trade names, and Seller expressly reserves the right to prohibit, or restrict or condition further, in any way Seller may deem necessary or appropriate, the use by Customer of any of Seller's trademarks or trade names. All CITYLAB branded and sub-branded fixtures are the property of the Customer and are to be used at the authorized location(s) only. Upon termination of this agreement, all CITYLAB branded and sub-branded fixtures will be voluntarily returned to Seller or, in the alternative, Customer agrees to remove all trademarks and/or trade names to eliminate the possibility of any consumer confusion.
- 12. Modifications and Cancellations. Except as expressly provided herein, these Terms may not be modified, terminated, or repudiated, in whole or in part, except by writing executed by an authorized officer of Seller. Seller may, at its sole option, treat any attempted modification, termination or repudiation to which it does not assent in writing as a breach of the entire agreement and recover from Customer all of Seller's damages (including without limitation special, indirect, consequential or incidental damages) resulting therefrom or arising in connection therewith. Upon any breach by Customer or Failure by Customer to comply with any of the Terms, or if Customer becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature) or becomes the subject of any proceeding under any state or federal bankruptcy law or other law from the benefit of creditors or relief of debtors or makes any assignment for the benefit of creditors, Seller shall have the right immediately to cancel or terminate any and all agreements with or obligations to Customer relating to sales of products in whole or in part as Seller in its sole judgment shall deem expedient, and recover from Customer all of Seller's damages (including without special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith.
- 13. Waiver. Seller shall not be deemed to have waived any provision hereof, or any breach by Customer of any provision hereof, unless specifically set forth in writing and executed by an authorized officer of Seller, and no waiver by Seller of any provision hereof or any breach by Customer hereunder shall constitute a waiver of such provision or breach on any other occasion.
- 14. Separability. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity and enforceability of the remainder of such provision, term or condition or of any other provision. term or condition hereof.



