

### INTRODUCTION

CITYLAB® is a leading independent producer of branded men's basic apparel with a collection that spans a broad range of t-shirts, fleece tops and bottoms, thermals and accessories. Our mission is to produce the highest quality basic apparel and deliver superior value to retailers, printers and consumers.

Over the past decade, CITYLAB has grown from a simple line of basic t-shirts to become the leading brand for men's basics in the New York City urban and street wear market. Our selection of premium fabrics with a distinct hand and attention to detail for fit and durability, have made CITYLAB a preferred brand for consumers and a favorite among retailers. In addition, we have introduced our I-D Collection, a series of products designed with tear-away labels, in response to increased demand from designers and printers that seek to differentiate their designs with premium blanks.

The CITYLAB collection is always growing, now encompassing meticulously designed basics for all seasons that represent our commitment to producing premium products for a reasonable price. As our collection and market reach grow, one thing remains the same...quality is our core commitment, and it is what distinguishes CITYLAB from others.

As we continue to introduce new products, stay up-to-date on our collection at our website:

### **CITYLABUSA.COM**

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CITYLAB USA Inc. 65 Railroad Ave, Unit 3 Ridgefield, NJ 07657

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

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CL011HD





### 0208V **FITTED T-Shirt, V**

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

### **SIZES**

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

### **AVAILABILITY**

**OPEN STOCK** 

Ice White, White & Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

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

### **COLORS**

OLIVE



### 0208R **FITTED T-Shirt, Crew**

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

### **SIZES**

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

### **AVAILABILITY**

**OPEN STOCK** 

Ice White, White & Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

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

### **COLORS**





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### V2011SPAN STRETCH Slim Fit T-Shirt, V

Slim profile v-neck t-shirt for a fashionable look. Soft combed cotton-spandex blended fabric adds stretch for extra comfort.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

White & Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

95% Cotton / 5% Spandex, Jersey Combed, Ringspun 170 g/sqm (5.0 oz) Individually Packaged

### **COLORS**







WHITE

BLACK

H/GRAY

AY NAVY

BURGUNDY

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**R2011SPAN STRETCH Slim Fit T-Shirt, Crew** 

Slim profile crew neck t-shirt for a fashionable look. Soft combed cotton-spandex blended fabric adds stretch for extra comfort.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

White & Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

95% Cotton / 5% Spandex, Jersey Combed, Ringspun 170 g/sqm (5.0 oz) Individually Packaged

### **COLORS**





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### PR0208V **PREMIUM T-Shirt, V**

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

### **SIZES**

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

### **AVAILABILITY**

**OPEN STOCK** 

Ice White & Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

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



# PR0208R PREMIUM T-Shirt, Crew

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

### **SIZES**

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

### **AVAILABILITY**

**OPEN STOCK** 

Ice White & Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

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

### **COLORS**







### 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.

### **SIZES**

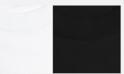
S M L XL 2XL 3XL 4XL 5XL 6XL

### **AVAILABILITY**

**OPEN STOCK** 

Ice White & Black - Minimum packs of 12 pieces per size and color

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



ICE WHITE BLACK

### **RG0209 RAGLAN 3/4 Sleeve Shirt**

Raglan sleeve 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 feel, stretch and comfort.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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

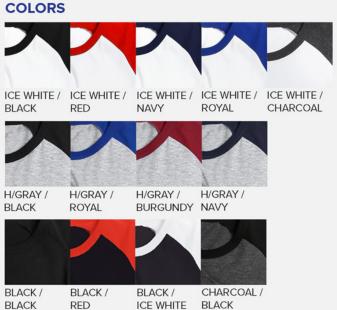




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### RH0210 **HENLEY Raglan, 3/4 Sleeve**

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.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**PREPACK** 

All Colors - Minimum packs of 12 pieces per color, assorted sizes

	s	М	L	XL	2X	зх	TOTAL
A Pack	2	3	3	2	2		12
B Pack		2	3	3	2	2	12

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





### 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 softness and comfort. Easy to remove tear-away collar tag.

### **SIZES**

S M L XL 2XL

### **AVAILABILITY**

PREPACK

All Colors - Minimum packs of 12 pieces per color, assorted sizes

	s	М	L	XL	2X	TOTAL
A Pack	3	3	3	3		12
B Pack		2	4	4	2	12

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

### **COLORS**





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## TK2013 **JERSEY Tank Top**

Stylish loose tank top, 5.2 oz cotton blend jersey fabric for a cool and comfortable look.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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



CHARCOAL RED

## 0208RT RIBBED Tank Top

A-shirt tank top made with a thick 5.9 oz 100% cotton ribbed fabric for form fitting comfort and softness.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

Ice White, Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

100% Cotton, Ribbed Semi-Combed, Ringspun 200 g/sqm (5.9 oz) Individually Packaged











### 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.

### **SIZES**

S M L XL 2XL

### **AVAILABILITY**

**PREPACK** 

All Colors - Minimum packs of 6 pieces per color, assorted sizes

	s	М	L	XL	2X	TOTAL
A Pack	1	2	2	1		6
B Pack		1	2	2	1	6

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



ASH GRAY

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 feel and comfort.

### **SIZES**

S M L XL 2XL 3XL 4XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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

### **COLORS**



ICE WHITE BLACK





## 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 feel and comfort.

### **SIZES**

S M L XL 2XL 3XL 4XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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





ICE WHITE BLACK





## IF015SS PERFORMANCE Fleece Shorts

Athletic fleece shorts with straight leg profile and triple-layer double-jersey performance fleece for comfort superior hand. "At-knee" length with contrast side stripe detail, integrated side slant pockets, zipper rear pocket and drawstring waist.

### **SIZES**

S M L XL 2XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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

WHITE

### **COLORS**

**BLACK** 



### **IF015JS JOGGER Shorts, 3/4 Length, Performance Fleece**

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

#### SIZES

S M L XL 2XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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





**BLACK** H/GRAY

NAVY





### IF014JP **JOGGER Pants, Performance Fleece**

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

### **SIZES**

S M L XL 2XL

### **AVAILABILITY**

**PREPACK** 

All Colors - Minimum 12 pieces per color, assorted sizes

	s	М	L	XL	2X	TOTAL
A Pack	3	3	3	3		12
B Pack		2	4	4	2	12

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



**BLACK** 

## TF014SS TERRY Fleece Shorts

Athletic fleece shorts made with a heavy weight cotton blend terry fleece fabric. Strong waist band support, side and back pockets and hemmed bottoms.

### **SIZES**

S M L XL 2XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum quantity of 2 pieces per size per color

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

#### **COLORS**







## TF013RC **TERRY Fleece Raglan Crew**

Crew neck sweatshirt with raglan sleeves and front pouch pocket. Fitted styling with mid weight 8.3 oz cotton blend terry fleece fabric. Available in solid and two-tone colors. Matching pants (TF013PT) available, also goes well with IF014JP.

### **SIZES**

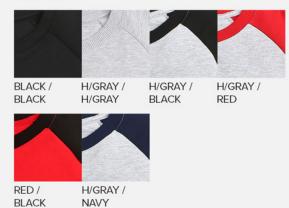
S M L XL 2XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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



# 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. Matching top (TF013RC) available.

### **SIZES**

S M L XL 2XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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

### **COLORS**







### SW09T **FLEECE Crew**

Heavy weight crew new sweatshirt with a substantial 9.7 oz combed cotton blend fabric. Full fit styling for maximum warmth and comfort. Matching pants (CLO11PT) available.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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



CL011POHD
PULLOVER Fleece Hoodie

Heavy weight 9.7 oz cotton blend fleece pullover hoodie. Full fit styling for comfort and warmth, includes full hood with drawstring and front pouch pocket. Matching pants (CLO11PT) available.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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

### **COLORS**









### CL011HD **ZIP-UP Fleece Hoodie**

Heavy weight 9.7 oz cotton blend fleece zip-up hoodie. Full fit styling for comfort and warmth, full hood with drawstrings, full length front zipper and front pouch pockets. Matching pants (CL011PT) available.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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

### **COLORS**





**BLACK** 

H/GRAY

NAVY

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### 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. Matching pants (CLO11PT) available.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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

#### **COLORS**







### **RG012PO RAGLAN Fleece Pullover Hoodie**

Heavy weight 9.7 oz cotton blend fleece pullover hoodie. Features contrast color hood and raglan sleeves. Full fit styling for comfort and warmth, full hood with drawstrings and front pouch pocket. Matching pants (CL011PT) available.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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



# CL011PT FLEECE Sweatpants

Sweatpants constructed from heavy weight 9.7 oz cotton blend fleece. Full fit styling with substantial leg room for comfort and warmth. Strong waist band with drawstring, side slant pockets and rear zipper pocket. Includes elastic ankle cuffs with side ankle zipper. Matching tops include: SW09T, CL011POHD, CL011HD, SW012RG and RG012PO.

### **SIZES**

S M L XL 2XL 3XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum 2 pieces per size and color

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

#### **COLORS**







## T2013 CLASSIC Thermal Shirt

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

### **SIZES**

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

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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

### **COLORS**







### TH0209 **FITTED Thermal Shirt**

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

### **SIZES**

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

### **AVAILABILITY**

**OPEN STOCK** 

White, Black - Minimum packs of 12 pieces per size and color All Other Colors - Minimum packs of 6 pieces per size and color

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



## 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. Form fitted styling perfect for layering. Matching pants (RIBDR) available.

### **SIZES**

S M L XL 2XL 3XL 4XL

### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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

### **COLORS**



WHITE BLACK





# 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. Matching top (RIBLS) available.

#### **SIZES**

S M L XL 2XL 3XL

#### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

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

#### **COLORS**















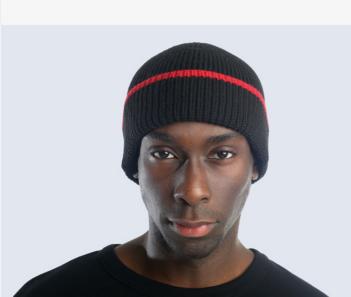












**BLACK** 

CREAM

BLACK/CHARCOAL



H/GRAY

NAVY

H.GRAY/CHARCOAL



OLIVE



CHARCOAL





BLACK/RED

# W013B **WOOL Blend Beanie**

Warm, comfortable and durable beanie with ribbed wool blend knitted yarn. Available in both solid and 2-tone striped colors.

### **SIZES**

S/M L/XL

#### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Minimum packs of 6 pieces per size and color

50% Wool / 50% Acrylic Stoll Machine Knitted Yarn 79 g/pc Loose Bundles





# High quality athletic socks in both Men's and Boys' (also fits women) sizes, multiple lengths and colors. Substantial cotton content for extraordinary comfort, softness and durability.



#### M1013AK | MEN'S Athletic ANKLE Socks

SOCK 10 - 13, SHOE 6 - 12½ 80% Cotton / 17% Polyester / 3% Rubber Packs of 4 3-pair bundles (12 pairs) WHITE, BLACK, COMBO (White/Black/Gray)



#### M1013LO | MEN'S Athletic LO-CUT Socks

cityLAB

SOCK 10 - 13, SHOE 6 - 12½ 86% Cotton / 13% Polyester / 1% Rubber Packs of 4 3-pair bundles (12 pairs) WHITE, BLACK, COMBO (White/Black/Gray)



#### M1013CR | MEN'S Athletic CREW Socks

SOCK 10 - 13, SHOE 6 - 12½
72% Cotton / 22% Polyester / 6% Rubber
Packs of 4 3-pair bundles (12 pairs)
WHITE, BLACK













#### **B0911AK** | **BOYS'** Athletic **ANKLE** Socks

SOCK 9 - 11, SHOE 4 - 10½ 80% Cotton / 17% Polyester / 3% Rubber Packs of 4 3-pair bundles (12 pairs) WHITE, BLACK, COMBO (White/Black/Gray)







#### **B0911LO | BOYS' Athletic LO-CUT Socks**

SOCK 9 - 11, SHOE 4 - 10½ 86% Cotton / 13% Polyester / 1% Rubber Packs of 4 3-pair bundles (12 pairs) WHITE, BLACK, COMBO (White/Black/Gray)





#### **B0911CR** | **BOYS' Athletic CREW Socks**

SOCK 9 - 11, SHOE 4 - 10½
72% Cotton / 22% Polyester / 6% Rubber
Packs of 4 3-pair bundles (12 pairs)
WHITE, BLACK



#### **IMPRINT & DECORATING**

In response to the increased demand from the design and print community, we have introduced our I-D Collection. I-D Collection includes our high quality t-shirts with tear-away labels for easy removal and increased branding customization. It is now easier than ever to print your designs on CITYLAB t-shirts.

In addition to our I-D Collection, we have designed collar tags for many other popular items to be printer-friendly. Items such as our raglans and fleece products have sewn-in tags that are easy to remove from the garment without leaving residual material or stitch marks.



Narrow satin tag, sewn into collar but easy to cut off with minimal residual material.

RG0209 RH0210 TK2013



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

ID1301 ID1101 TT014



Horizontal tag, sewn in on the sides only onto a fabric patch under the collar. Minimal stitching without penetrating the outer layer.

SW09T TF013RC CL011POHD JH014 CL011HD T2013 SW012RG RG012PO

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# ID1301 FITTED T-Shirt, Crew, TA Tag

Classic fitted crew neck t-shirt with a soft 100% ringspun combed cotton fabric. Substantial 5.2 oz fabric weight adds to luxurious hand and supports vivid prints and decoration. Removable tear-away collar tag.

#### **SIZES**

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

#### **AVAILABILITY**

OPEN STOCK
All Colors - Open stock by the piece

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

#### **COLORS**



RED

ID1101

145G Cotton T-Shirt, Crew, TA Tag

Classic fitted crew neck t-shirt with a lighter weight 145 g/sqm (4.3 oz) 100% ringspun combed cotton fabric. Removable tear-away collar tag perfect for printing.

#### **SIZES**

S M L XL 2XL 3XL

#### **AVAILABILITY**

**OPEN STOCK** 

All Colors - Open stock by the piece

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

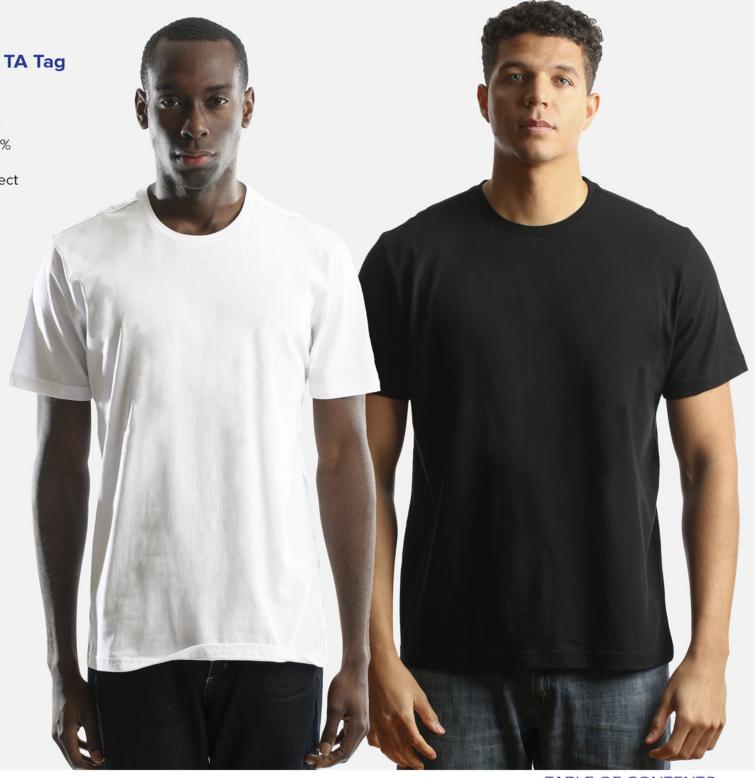
#### **COLORS**





WHITE

BLACK



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#### **POLICIES**

#### **ORDERS**

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

Orders will only be accepted by the designated buyer 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. Wholesale accounts are subject to termination at any time at the sole discretion of CITYLAB.

#### **PRICES**

CITYLAB prices are non-negotiable and standardized for all customers and volumes. Wholesale prices are subject to change at any time without notice. Updated price lists will be distributed by CITYLAB to wholesale accounts by e-mail.

#### SHIPMENT

Orders may be picked up from our warehouse during normal business hours or shipped to the customer's commercial address. 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.

#### **RETURNS/EXCHANGES**

All returns and/or exchanges are subject to our Return Policy. Customers must receive a Return Authorization from CITYLAB within 15 days of receipt of order by customer. Any and all returns of products ordered must be unaltered and in their original packing. All returns are subject to a 15% restocking fee, excluding errors in order acceptance and/or shipment 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 Customer as provided herein. The acceptance by Seller of 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 (collections, 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 amounts owed or alleged to be owed by Seller to Customer for any damages or losses which Customer (w
- 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 in 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 Q, 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 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 relief of debtors or relief 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 hereof.



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