

BULK ORDER CUSTOMER SERVICES AGREEMENT

The term "You", "Customer", "Client" and similar terms represent the entity or person paying for Child's Own Services. The terms, "WE", "Childsown", "Child's Own", "Childsown Studio", "US" refers to Custom Plushies Childsown Pvt. Ltd., based in Delhi India. All orders are governed by to the Childsown Terms of Service (<u>https://childsown.com/terms-and-conditions</u>) and Privacy Policy (<u>https://childsown.com/privacy-policy</u>). In any event of conflict or dispute, the full Terms of Service and Privacy Policy documents prevail.

Our Process

Our bulk order starts with quantity 50 pcs or more of the same design. For the bulk order, customer first places an order of sample softie on our website at the link (<u>https://www.childsown.com/wholesale-manufacturer</u>). We seek Customer approval for sample softie and only after approval mass production starts. Bulk production is solely Customer's discrimination even after ordering sample softie.

- (i) If, after sample approval by viewing the images online or by receiving it physically, Customer continues with the bulk order, we adjust sample production fee with total order amount.
- (ii) Sample fee will not be refunded, if Customer do not wish to continue with the mass production after sample production
- (iii) 3 rounds of touchup are free of cost in sample production, and we charge \$49 after that. Sample revision deviating from initial scope will incur additional charges of \$49 / rework.
- (iv) In some very rare cases, if we are unable to come to an agreement on a particular sample production, we reserve the right to stop the sample production and in this case sample fee is nonrefundable due to materials used, time, resources etc. However, if any shipping fee is paid to receive the sample physically, we will refund that fee.



Bulk Production

Mass production for the order will only be started once the customer approves the sample and pays the initial deposit to kick start the project.

Approvals

After sample production, we will send photo proof to the Customer for approval. Customer is then entitled to give comments / revisions and a new sample will be created for approval. 3 rounds of revisions are free, but any subsequent revision will incur a charge of \$49/revision.

Payment Terms

Child's Own will provide Customer with price quotation that is inclusive of shipping charges to the destination. National and / or local government duties, taxes, tariffs or fees is not included into the quotation and will be paid by the Customer upon receipt of goods. Child's Own payment terms are as follow –

- (i) Advance Deposit 50% of the total order (sample fee will be reduced with the initial deposit)
- (ii) Due Balance Remaining 50% of the total order is payable once the order is completed and ready to ship

Invoices will be sent electronically, and Customer may pay the invoices by VISA, MasterCard, American Express, PayPal or ACH. All Credit Card transactions are subjected to 4.5% processing fee.

Order will be shipped to the Customer when balance invoice has been paid (via any payment mode). If balance invoice is not paid within 30 days of production completion, Child's Own reserves the right to destroy the manufactured products but 3 intimation emails will be sent to the Customer before taking any steps.



Delivery and Production Turnaround Time

Production lead time will be mentioned onto the quotation provided for bulk production. Delivery dates are not guaranteed as shipping dates are subjected to change or delay by other cause like 3rd part materials, force majeure or similar reason that is outside our control, but we always do our best to meet estimated delivery date

Refund Policy

Child's Own at all costs strives to exceed your expectation through the creation of custom and unique plush softies from your child's drawings, a photo or portrait. If any of the softies arrive with a defect, we will either touch-up, replace or provide a partial refund for the affected softies. Following are covered under the guaranteed:

- (i) Faulty, tears, rips, holes or other sewing mistakes
- (ii) Damage caused while the plush is in the transit
- (iii) Detail missed that was approved in the sample

If any of above occurs, you must contact the Child's Own team in regards to a faulty, damaged or incorrect products within 10 days of receiving your order by mail or courier. You must contact us via email with photos showing the defects mentioned above.

Only in the instance that the Child's Own team are not able to reproduce or rectify a problem will Child's Own provide a partial refund inclusive of postage and handling fees or give a return label to ship the item(s) back for a touch-up.



Ownership of Intellectual Property

 The Work Production and copyright and all Intellectual Property rights in and to such Work Product created and provided by Child's Own to the Customer pursuant to this Agreement Shall be owned by the Client.

Notice & Communication

All notices and the communication will be provided to the customer via email address used by the customer while placing the order. Child's own will make all communication from <u>orders@childsown.com</u> and <u>info@childsown.com</u>. Kindly add these emails in your safe sender list to avoid landing our emails to your spam folder.

Thank You

We are excited to work with you on your project! Thank you so much for choosing us and entrusting us with the creation of your softies.