

Standard Bulk Order Customer Agreement

Thank you for choosing Stuffed Animal Pros as your plush partner on this project! These terms are laid out to protect all parties involved and facilitate an efficient process for getting your custom plush orders in your hands as soon as possible. The terms "You", "Client", and similar terms represent the entity or person paying for our services. The terms "We," "Budsies," and "US" refer to Budsies PR LLC, headquartered in PR, USA. All orders are governed by the Budsies Terms of Service (https://www.budsies.com/terms-of-service) and Privacy Policy (https://privacy.budsies.com/).

This document governs all disputes. In the event of a conflict, the full Terms of Service and Privacy policy documents prevail. Please read the following very carefully. It details our refund policy, our cancellation policy, and our non-payment policy.

Terminology

Bulk Sample order - This is the prototype for your bulk order.

Bulk order - Follows bulk sample order. This is the full production run of your design.

PPS (Pre-Production Sample) - The first unit of bulk production. This is created to make sure our archived pattern produces the desired look for the bulk order.

Digital Art Product - A digital add-on used to instruct or aid in the creation of your plush product. This can include but is not limited to, logo enhancement, seamless file creation, cartoon renderings, tech packs, and more.

Bulk Sample Order

1 - Monitored email

The bulk order sample serves as a template for later reproduction. It is a collaborative design process requiring client participation. An *active and monitored email address* must be provided for design updates and questions. Some steps in our production process have a limited window to accept feedback and complete revisions. Failure to respond could result in non-refundable items shipping without your approval. **We are not responsible for undeliverable emails sent to the address the client submitted on their order.** Our designers may request that you mark up images or provide written feedback for our team via email. *We cannot take design feedback via phone.*

2 - Sample fee

If the Client proceeds to a bulk order (50+ units) based on photos and video only - without receipt of a physical sample - a \$150 production credit will be applied directly to the bulk order cost.

If the Client chooses to receive the physical sample by mail before ordering in bulk, the sample will be duplicated for later replication and the Client will be sent the original plush sample.

3 - Required artwork

All bulk sample orders include a complimentary Tech Pack - A digital instruction manual for the production teams who will create your bulk sample order.

This includes three plush-ready views of the character, color codes, fabric selections and positioning instructions.

Each Tech Pack includes two (2) revisions. The Tech Pack does not include the creation of custom print files like gradients or logos.

Gradients - Gradients, elaborate markings, and other patterns requiring specificity in reproduction may require a Seamless, Non-repeating 300 DPI file in print-ready quality. If you can't provide the file, our digital artists can create it for an additional fee.

Logos - All logos should be delivered in PDF format. If you do not have your logo in the correct format or scale, our digital artist can create those for you for a fee.

Incomplete artwork may be accepted at the designer's discretion. Revisions to bulk sample orders made from incomplete artwork may not be included and could be subject to an additional fee.

4 - Preview process (Sneak Peek)

Each bulk sample order comes with a complimentary "sneak peek". We will send you images of your plush for you to approve or reject for revision.

When you receive completed sample images for review, the email will be equipped with an "Accept" or "Reject with changes" button that will be active for 72 hours.

- If would like us to ship the sample, please click the "Accept" button.
- **If you have revisions**, please click the "Reject with changes" button and fill in the appropriate field.
- If you would like to proceed directly to bulk and receive the \$150 Production Credit please click "Reject with Changes" and send us a note on the order or email us at info@stuffedanimalpros.com

5 - Revision process

Should revisions be required on your plush, our designers may request that you mark up images or provide written feedback for our team via email. *We cannot take design feedback via phone.* Once the initial sample images are completed (approximately 6-8 weeks after the art is approved and sent to production), we will share these images with the email address on file for approval or revision.

Up to **three** rounds of revision are included with each bulk sample order. In order to expedite your revisions, please review the preview images with all relevant parties and provide ALL revisions at once. Please be as specific as possible with instructions for actionable change.

Examples of included revisions: "Please move ears up by ½ inches," "Make smile line wider," and "Add stuffing to belly to make the belly more round." Some revisions may require you to mark up the images. Our team will assist you in creating those markups. Additional revisions or revisions requiring the complete rebuild of the plush (rework) will be subject to a fee.

Examples of reworks: Change design from a dog to a cat, changing the majority of the color, changing the plush positioning (from sitting to standing), etc.

Design elements present in the initial images but not present on the plush will not incur any additional fees.

Fees vary based on the scope of the work requested but will be disclosed and collected prior to any adjustments.

6 - Sample Refunds

We make every reasonable effort to produce a sample that is representative of the Client's artwork and description. Any revisions made to the initial sample images will add time to the process. We typically estimate 2 weeks for revisions but cannot guarantee the time necessary for revisions.

Sample revisions deviating from the initial description, size, and artwork may incur additional charges of up to \$80 per sample rework. On rare occasions, if we are unable to agree on a particular sample, we reserve the right to halt production.

Due to the materials, time, and talent used, custom items are non-refundable.

6 - Digital Art Products

All digital products come with *two rounds* of complimentary revisions. All edits and revisions beyond the first two rounds will be subject to a \$10 fee per revision. Our patterns are made by hand - drafted from the images you provide. Digital Art Products are not intended to act as a preview of what your actual plush will look like when completed.

We cannot refund digital renderings once completed.

7 - Pre-Production Sample (PPS) Approvals

For bulk orders, the client will receive **one round** of photo proofs of the pre-production sample (PPS). The client is then entitled to give one round of comments/revisions for any changes that deviate beyond the original sample, and a new sample will be created for approval. The client may request additional rounds of photo proofs and subsequent comments/revisions at the cost of \$25.00 USD per round

This is for changes/revisions that deviate from the original sample ONLY.

If revisions are required to make our PPS match the approved sample, those will be included as necessary.

8 - Bulk Production

Production for the bulk order will begin once the Client approves the bulk order sample and pays at least a **50% non-refundable deposit** on the full cost of the goods. The cost of shipping may be deferred to the balance invoice in order to get the lowest possible rates. **All outstanding invoices must be paid prior to shipment.**

A pre-production unit (the first unit of the bulk order) will be sent via our automated system for client approval. Once that approval is received and mass production is initiated, **production cannot be stopped.** When the bulk order is completed, Budsies will provide the client with the shipping options, costs, and estimated transit times. Budsies will adjust the remaining balance on the invoice to reflect the client's chosen method of shipment. The balance of the invoice will be due to initiate shipment. We cannot arrange pickup for an account with an open balance.

9 - Estimated timelines

All timelines are estimates and subject to change. We make no guarantees on shipment or receipt dates.

Bulk Sample Order:

Production - 6-8 weeks for initial images, Revisions (if applicable) - 2 weeks per round of revision Duplication - 1 week Sample shipment - 1 week

Bulk Order:

Up to 100 pieces - 60-75 days Up to 500 pieces - 40-60 days Up to 1000 pieces - 30-55 days

Transit Estimates:

Express Air Shipment - 3-7 days Air Cargo Shipment - 7-15 days Sea Shipment - 15-25 days

While all reasonable efforts are made to meet our estimated timelines, Budsies is not responsible for delays caused by third-party material procurement, third-party labor disputes, force majeure, or similar forces outside our direct control. No refunds will be given for unforeseen delays beyond Budsies' control.

10 - Shipping

When your order is ready to ship, Budsies will provide transit timelines and costs and update the invoice with the actual cost of transit prior to shipment. Please confirm your shipping address as shown on your invoice and notify us in writing of any necessary changes. **We are not responsible for items left by the carrier at an unmonitored location.** If you would like to add additional insurance to your order, please notify your project manager in writing so they can include it in transit costs.

11 - Custom materials

All our materials must be safety tested prior to the construction of the plush.

If a client requests a custom fabric outside of our stock palette, additional safety testing may be required, which can add time and/or cost. **Custom materials are NOT available for sample orders or bulk orders under 500 pieces.**

12 - Payment Terms

Unless otherwise stated in writing, Budsies will provide the Client with an estimated price quotation inclusive of express air shipping/freight charges prior to production on all orders of 2000 pieces or less.

Alternative shipping options will be provided prior to shipment if applicable, and the client's selected method will be added to the balance invoice. While we collect sales tax on domestic orders, International clients are responsible for any duties, taxes, tariffs, or fees, upon receipt of goods.

Budsies' bulk order payment terms are as follows:

- Initial Deposit: 50% of total item price
- <u>Balance</u>: The remaining 50% of the total item price + shipping

All invoices will be sent electronically. Credit card transactions are subject to a 3% processing fee. If a wire transfer results in a fee deducted from the deposit, that fee will be added to the second invoice. The full bulk order will be shipped to the Client when the balance invoice has been paid (and payment cleared, if by corporate check).

If the full payment is not made within 45 days after written electronic notice of the order's completion Budsies reserves the right to donate, resell, or recycle the merchandise at its sole discretion and no refunds will be given.

13 - Bulk Order Refund Policy

If an item arrives damaged or defective, we will repair, replace, or refund it at our sole discretion.

The following are covered under the guarantee:

- Tears, rips, and holes as a result of sewing defects
- Damage caused while the plush is in transit, including water damage
- Additional (or missing) limbs, misprints, variations that exceed acceptable normal limits

If any of the above occurs, the client must contact Budsies within 15 days of receiving the items with images of all defective units. To initiate a damage report, please email info@stuffedanimalpros.com.

At the discretion of the Budsies design team, we will replace the impacted item, provide a partial refund, or give a return label to ship the item(s) back for repair.

All bulk order clients receive photographs at the following stages -

- Initial sample
- PPU (pre-production unit)
- Prior to shipment (completed bulk)

Items will not proceed to the next stage without written client approval. **By approving these photos, the client agrees to bulk production as shown in the most recent images.**

Client understands that our plush is sewn by hand and reasonable variance may occur during production. Additionally, there may be slight differences and variances between sample prototypes and bulk-produced items. For example, stitching may be machine-sewn or embroidered rather than hand-sewn.

Some designs are ill-suited for vacuum packing, and Budsies will recommend an alternative shipping method. If you choose to proceed with Express Air Shipment against our recommendation, we cannot be held responsible for distortions caused by packing.

All vacuum-packed items should be unpacked immediately upon receipt to avoid permanent damage. After shipment, goods may need time to return to their original shape.

Any disputes that arise and cannot be resolved amicably shall be resolved in accordance with our Budsies Terms of Service (<u>https://www.budsies.com/terms-of-service</u>).

IN NO EVENT SHALL THE AGGREGATE DAMAGES PAYABLE BY BUDSIES COMPANIES HEREUNDER EXCEED ONE HUNDRED (100%) OF THE PAYMENTS MADE BY THE CUSTOMER GIVING RISE TO OR RELATED TO THE CLAIM.

Communication and Notice

All notices will be sent to the client's email address on the order. Please add support@Budsies.com and <u>info@StuffedAnimalPros.com</u> to your email contacts to avoid erroneous shipments — we are not responsible for notices lost due to spam filters.

Thank You

Above all: thank you again for entrusting us with the creation of your stuffed animals. We look forward to building a lasting partnership with you.