

# Standard Bulk Order Customer Agreement

## Introduction

We love creating bulk orders for our customers with hundreds of huggable stuffed animals and want to ensure that the experience is awesome for everyone. These terms are laid out to protect both of us and to facilitate a speedy process for getting you your plush. With this process, our customers are ensured final say over the design of their custom plush products and effortless delivery of the products to the destination of their choosing.

The terms “You”, “Customer”, and similar terms represent the entity or person paying for our services. The terms “We”, “Budsies”, “US” refers to Budsies Co, LLC, based in Boynton Beach, FL, USA. All orders are governed by to the Budsies Terms of Service (<https://www.budsies.com/terms-of-service>) and Privacy Policy (<https://www.budsies.com/privacy-policy>). In event of conflict, the full Terms of Service and Privacy policy documents prevail.

## Bulk Order Process

An initial sample will be made for customer approval for all designs with a quantity of 50 or more. To begin the bulk order process, the Customer places an order for one sample per design through the bulk order website ([www.StuffedAnimalPros.com](http://www.StuffedAnimalPros.com)).

- If the Customer continues with the larger bulk order directly from approval of images, the payment for this sample will be applied toward the overall total.
- If Customer chooses to receive the physical sample by mail before proceeding with the bulk order, or if customer chooses not to proceed with a bulk order, the purchase will remain and Customer will be sent the original plush sample; the sample fee will not be refunded.

We will work with customer to produce a sample to customer’s liking based on the customer’s artwork and description. Sample revisions deviating from the initial description or image will incur additional charges of up to \$50 per sample rework. On very rare occasions, if we are unable to come to an agreement on a particular sample, we reserve the right to halt production on the sample. Due to the materials, time, and talent used, custom items are non-refundable.

## Customer Approvals

Customer is entitled to provide comments or revisions as outlined below:

- For bulk orders of 100 or fewer, the customer will receive **one** round of photo proofs of the initial sample. Customer is then entitled to give **one** round of comments/revisions and a new sample will be created for approval
- For bulk orders of 101 or more, Customer will receive **two** rounds of photo proofs and **two** rounds of changes before mass production.
- Customer may request additional rounds of photo proof and subsequent comments/revisions at the cost of \$20.00 USD per round

## Mass Production

Production for the entire bulk order will begin once Customer approves the sample and pays the initial deposit invoice.

## Payment Terms

Unless stated otherwise, Budsies will provide Customer with price quotation inclusive of shipping/freight charges to the final Customer destination but excluding national and/or local government duties, taxes, tariffs or fees, which are to be paid by the Customer upon receipt of goods. This is known as “DDU” in international trade lingo.

Budsies’ bulk order payment terms are as follows:

- Initial Deposit: 50% of total, less amount paid for sample if applicable (see above)
- Balance: The remaining 50% of total cost, payable once the full order is completed and ready to ship to Customer

All invoices will be sent electronically and may be paid by VISA, MasterCard, American Express, ACH, or corporate check. We may require specific payment type for specific orders at our sole discretion. All credit card transactions are subject to a 5% processing fee.

The full bulk order will be shipped to Customer when balance invoice has been paid (and payment cleared, if by corporate check). If balance is not paid within 30 days, all manufactured products will be destroyed and deposit(s) forfeited. Delivery dates are not guaranteed, as shipping dates are subject to change. We will do our best to meet our estimated delivery dates, but are not responsible for reasonable delays caused by 3<sup>rd</sup> party material procurement, 3<sup>rd</sup> party labor disputes, force majeure, or similar forces outside our direct control.

## Refund Policy

If any of the stuffed animals arrive with a defect, we will either touch-up, replace or provide a partial refund for the affected items. The following are covered under the guarantee:

- Tears, rips, holes, and similar sewing mistakes or oversights
- Damage caused while the plush is in transit, including water damage
- Markings or details included in the approved sample that we failed to include in the bulk order plush

If any of the above occurs, customer must contact Budsies within 15 days of receiving the plush. This contact should be via email to the customer's bulk order representative with photos showing the defects mentioned above. At the discretion of the Budsies design team, Budsies will replace the plush, provide a partial refund, or give a return label to ship the item(s) back for a touchup.

All bulk order customers receive photograph images of their samples. After seeing the photos, the customer can approve the plush or send it back with changes until satisfied with the design. The customer will also be shown photo(s) of the bulk order prior to shipment. Customer's approval of photo(s) indicates final approval and acceptance of design. Customer understands that plush is sewn by hand and reasonable variance may occur during production. Additionally, there may be slight differences and variances between and amongst sample prototype and bulk produced items. For example, stitching may be machine-sewn or embroidered versus hand-sewn.

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

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

## Communication and Notice

All notices will be provided to customer via the email address used by customer to confirm the order. Please add [support@budsies.com](mailto:support@budsies.com) and [info@stuffedanimalpros.com](mailto:info@stuffedanimalpros.com) to your email contacts - 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. With all these legalese out of the way, we are beyond excited to work on your project! 😊