**BALI SWIM | TERMS & CONDITIONS**

These terms and conditions constitute the agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SAMPLING & PRODUCTION**

1. Sample Development lead time: 2 – 8 weeks.
Bulk Production lead time: 4 – 12 weeks. Timeline depends on the size of order, complexity of styles and availability from Third Party Suppliers. Bali Swim provides Client weekly report with status of work.
2. Bali Swim can start Work only after received by Client and agreed upon:
3. Sample Development
4. Sample Spec for each design via email
5. Original samples (if applicable)
6. Purchase Order (PO) via email
7. Deposit payment
8. Sample timeline
9. Revision
10. Revision Spec for each design via email
11. First samples made by Bali Swim
12. Deposit payment (if applicable)
13. Revision timeline
14. Bulk Production
15. Final Production Spec for each design (design overview, tech spec, accessories, packaging, print (Bali Swim can offer assistance).
16. Approved final sample made by Bali Swim
17. Purchase Order (PO).
18. Deposit payment.
19. Production timeline.
20. When making samples Bali Swim makes 1x extra keeping sample of each design.
21. Bali Swim only accepts and process Purchase Order via email.
22. Any adjustment to Samples, Revision and Bulk Production (final confirmation) have to be submitted by email and approved signature by Client’s designated Merchandiser prior to the commencement of work and details must be followed by email including Sample Spec, Revision Spec and Final Production Spec.
23. Any Amendments during the Sampling, Revision or Bulk Production process after Purchase Order by Clients will be charged Extra Cost. Timeline causes by Amendments will be informed later.
24. PPS (Pre-Production Samples) and SMS (Salesman Sample) can be order together with Bulk Production (ex. 20 pcs of 500pcs treated as early partial delivery of bulk. This is not an approval sample. Production can not be adjusted after PPS or SMS.
25. Bali Swim commit 100% of resources to ensure all deadlines are met, but are not responsible for: fabric, print, hardware or any other third-party supplies that becomes unavailable. Any cancellations will be refund or credit to existing account balance.
26. Any foreseeable delays will be notified, to remain on time with deadlines all terms in Clause 2, 3 and 4 must fulfilled.
27. An agreed upon schedule to ensure capacity during proposed Sampling and Production Orders.

**PAYMENTS**

1. All prices are quoted in USD (US$) and are Ex-Factory (Denpasar) Bali INDONESIA.
2. Payments need to be cleared in our nominated bank account or PayPal before any work starts or goods are released.
3. A deposit of 50% of the order, whether samples or bulk. The work phase starts only after receiving the initial deposit into our accounts.
4. Remaining balance payment and shipping (if applicable) for samples or bulk production must be paid in full before shipment.
5. All documents of Invoicing, Taxation and Shipment will be submitted to Client.
6. Any split delivery required by Clients need 50% Credit Balance of the order value must remain in Account.
7. Bali Swim reserves the rights to liquidate any orders corresponding to balances owing which has not been completed for 30 days.

**PRICING**

1. Unit price for each item includes fabric, cutting, sewing, trims, embellishment, quality control unless otherwise agreed. It does not include swing tags, labels, hygiene stickers.
2. All shipping fees for samples, bulk production, swatches and other documents to and from Bali Swim will be borne by Clients.
3. Sample Price including free 1x Revision on 1st Sample.

**MINIMUMS**

1. At 500+ pieces standard rates apply. Below 500pcs extra fees apply as per our Price List. Large orders (1500+) might attract discounts.
2. Minimums are also dictated by third party suppliers like fabric suppliers.

**RETURNS/DEFECTS**

1. Any defects include: Faulty workmanship, incorrect make, or color/print defects may be notified and returned within 14 days from receiving the goods for either: refund, a credit, exchange or purchased at a discounted price depending on our capacity/availability at the moment.
2. Defects are only accepted as incorrect if they deviate from clearly stated specifications in the Final Production Spec.
3. Any returns need to be advised or notified by emailing your assigned production manager for approval.
4. Any return shipping costs are borne by the Client, re-shipping costs will be borne by Bali Swim.
5. Bali Swim does not accept any misuse or mishandling by the user or damage whilst shipping, any returns are reviewed and if misuse/mishandling of the item(s) is/are determined.
6. Bali Swim does not cover any missing information from Final Production Specs, if the Client forgets to mention any specifics.
7. Refund, a credit, exchange or purchased at a discounted of return/ defects can only given after we receive and review the products.

**SHIPPING**

1. Samples & bulk production will be shipped at latest 2 days after receive balance payment
2. Bali Swim only receive and using regularly shipment of samples & bulk production with express courier of DHL.
3. Bali Swim will not be responsible for any shipment between Bali Swim and Client beyond the recommendation in use.
4. All shipping quotes includes international freight & internal handling costs.
5. All productions are packaged professionally and can be tailored to each client's needs.

**CONFIDENTIALITY**

1. Bali Swim will not disclose Clients as other parties or clients unless otherwise agreed upon.

2. Bali Swim do not disclose any monetary or order figures to any third parties, international government agencies or other clients without prior consultation.

3. Any request product images for Bali Swim portfolio need approval or written consent by Clients.

4. Bali Swim will not sell or publish any of copyrighted material, copyrighted products or copyrighted prints unless given written consent by Clients.

5. Bali Swim will never reproduce Clients particular production/style/item for own self-gain, another client or related competition.

6. Bali Swim ensure that copyright compliance is upheld by ourselves and third-party suppliers whom are wholly or partially controlled. However, we are unable to take any responsibility for bad practices taken out by external third-party suppliers such as fabric printers.

7. Bali Swim have in place written Non-Disclosure Agreements with our prominent third party suppliers to ensure our IP is protected as best as possible under the Republic of Indonesia IP laws.

 Date: Date:
 Location: Location:

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 Client: Bali Swim Ltd: