

# Thanapara Swallows Development Society

## Terms and Condition

### This is a summary of Thanapara Swallows Development Society (TSDS) Terms and Conditions.

#### 1. Order Confirmation

As a buyer has approved our quotation, Thanapara Swallows Development Society (TSDS) will send the Pro Forma invoice. However, before TSDS actually start production, it is important to agree on a couple of points. It is important to receive an advance payment in order to be able to finance the purchase of raw materials and pay the workers. Our terms with respect to the order confirmation could look as follows:

- To start production, please reconfirm the order ASAP, at the latest within a week after receiving our Pro Forma invoice.
- TSDS take up production only on receipt the confirmation and receipt of the 50%\* advance payment.
- Delay in order confirmation can lead to changes in unit prices subject to volatility in the supply of raw materials. In the recent past, prices of some raw materials have been known to fluctuate. Stipulating this point allows us to increase the unit price in case the price of raw materials increases significantly during the period in which a buyer fails to confirm the order.

#### 2. Payment Terms

Payment terms are essential to ensure receive the money due to ensure a cash flow, which will allow us to execute the order on time and as agreed. Our payment terms could look as follows:

- 50% Advance & balance 50% would be pay in shipping.
- All advance (and balance) payments to be sent by SWIFT.\*
- Sample Development Cost can be sent by SWIFT. Must settle within the final payment.
- All bank charges in the client's country\* will be for the account of the client.

#### 3. Production / Delivery / Lead Times

Both for TSDS and Buyers, it is very important to agree on a production and shipping schedule that is feasible. TSDS terms with respect to lead times could look as follows:

- The normal delivery period varies between 12 and 16 weeks after receipt of the advance payment, depending on the order assortment and the time when the order is placed, as well as the method of shipment.
- For orders normal delivery period is 9 to 10 weeks.
- In view of the volatile prices of raw materials, repeat order prices need to be reconfirmed (which will be maintained, as far as possible) before order placement.

#### 4. Minimums

Minimums are essential to ensure generate enough margins to cover the costs of all the processes involved in producing and exporting the order. TSDS terms with respect to minimums could look as follows:

- Minimum order shipment value is FOB US\$/€ Free on Board.
- Minimum order of 200 pieces per different product, depending on the specific product
- For customized developments: these will be for the buyers account. When an order is placed for this customized development, the sampling costs will be deducted in the invoice, up to a maximum of 2 samples.
- Minimum for exclusivity for a particular design in a particular country or region can be discussed, depending on the size of the region.

#### 5. Design Rights

It is important to mention that designs are our intellectual property. TSDS terms with respect to minimums could look as follows:

- TSDS has the sole rights to all the designs of all its products and as such these must not be copied in any form whatsoever.
- TSDS does not grant automatic exclusivity for any of its products. Any request for exclusivity must be discussed an agreed on in writing and will need to consider among other things: distinct geographical location, specific sales targets/minimums and time limitations.

## 6. Labeling and packaging

- Client to send all labeling and packaging instructions at the latest within one weeks after the order confirmation
- Prices are inclusive of normal wash care/composition label+seworthy export carton packaging with a cartoon gross width of approximately 12-15 kg maximum.
- Any special labeling and packaging requirements will cost extra.
- The packing list and invoice must be emailed to he client production and logistics team on the day before the ex-factory date at the latest
- QC pieces must be sent for each shipment (even split shipments) boxed separately and must be highlighted as QC pieces in the packing list. The QC pieces must be taken randomly from the production.

## 7. SHIPMENT

- Port of discharge and final destination – By Sea and by air.
- Client will supply the Ex-Factory Date, Cut-off date (stuffing date), Dispatch date (hand over to carrier), Mode of shipping and the appointed shipping agent. It is the Producers duty to ensure they have all relevant details and can meet the required dates.
- Freight costs for Air / Sea difference must be paid by the client.
- Under and Over Shipment must keep probation 5% without gaining prior written approval by client.
- Shipment Priorities must be followed from the seasonal guidelines in the WIP.

## 8. QUALITY

TSDS terms as respect to the quality:

- Ensure that the products are of the same specification and quality as the confirmed sample.
- Conduct Quality checks before dispatch. Products not meeting quality of the confirmed sample will be rejected by the supplier.
- TSDS must follow the AQL 2.5 QC system and send the inline and final inspection report to People Tree for approval before continuing production process.
- Follow instructions from client on certification and Azo free dyes.
- Where certifications are applied, the Producer is responsible for ensuring all parts of the supply chain, including all sub-contractors, are compliant, and that all relevant documentation and TCs are submitted in a timely manner.
- Ensure that labeling instructions are followed carefully and that labels are ordered in a timely manner so as not to delay the shipment. It may be necessary to apply a barcode if instructed.

These Terms & Conditions become an agreement between the seller and buyer and the order cannot be cancelled or modified except by consent of both parties.

**Raihan Ali**  
Executive Director, Thanapara Swallows Development Society

**Buyer**  
Print Name: Orange International



Signed \_\_\_\_\_

Signed \_\_\_\_\_

Date 06/03/2024 \_\_\_\_\_

Date \_\_\_\_\_