# **Drop Shipping Agreement**

This Drop Shipping Cooperation Contract ("Agreement") is made and effective by date of User Account Created.

#### **BETWEEN:**

CJ ID (the "Vendor"):

Name:

a person existing under the laws of their own countries or

a corporation organized and existing under the laws of their own countries,

with its head office located at:

CJ User's Address: \_\_\_\_

Business Registration Number (User Company's):

TAX Number (User Company's): \_\_\_\_\_

Company Representative (User'):

If you haven't registered a company, you are a store owner.

Store Name: \_\_\_\_

#### AND:

Yiwu Cute Jewelry Co., Ltd. (the "Supplier"), a corporation organized and existing under the laws of China, with its head office located at:

No. 70335, Street 7, F5, Gate 97, District 5, International Trade City, Yiwu, Zhejiang 322000, China

Business Registration / Tax Number: 91330782313632834R

Company Representative: LiZhi Zhou

#### Definitions

Drop shipping: Drop shipping is a retail fulfillment method in which the retailer does not keep goods in stock but instead directly transfers End Customer orders and shipment details to the Supplier, who then ships the goods directly to the End Customer. The Vendors make their profit on the difference between the Supplier and Sale price paid by the Supplier to the Vendor.

Parties hereby agree as follows:

Vendor wishes to sell and promote the products offered by the Supplier on their website located at (https://cjdropshipping.com) and agrees to give all sales and/or orders resulting from the previously mentioned products solely to Supplier without question or reservation.

#### 1. Term

Vendor and Supplier agree that the term of the Agreement shall commence on its above written effective date and shall continue for a period of 6 months, and for as long thereafter as it is mutually agreed between Vendor and Supplier.

#### 2. Cancellation

If Vendor or Supplier is not satisfied with the cooperation defined by this Agreement, and the results thereof, either party may terminate this Agreement by providing thirty (30) days written notice to the other aforementioned party.

### 3. Vendor's Role

A vendor sets up a Drop shipping Account with the Supplier.

The Vendor is selling the mutually agreed Products from the Suppliers Website and ensures the Supplier that it will not make any misleading claims or produce any misleading advertising material in respect of the Products. The vendor is the main contact person for the End Customers and will provide After Sales support.

The vendor is the first point of contact when any After Sales services need to be provided to End Customer.

#### 4. Supplier's Role & Services

The Supplier will provide sale fulfillment for all customers obtained by the Vendor in regards to any products sold by the Supplier.

The Supplier provides an APP or any system for Vendor use and the core feature will be free to the Vendor.

Supplier retains all rights to all images of products Supplier provided to Vendor and retains the right to prohibit the use of any and all images provided. The vendor may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to the Supplier.

The Supplier is responsible to provide the correct Price to the Vendor. New prices will be adjusted on the Suppliers Website.

Each package sent to the End Customer will have come from the Supplier directly. Vendor shall not be transparent in the shipping process.

The Supplier is manual to find the products from Cooperated Factory, Yiwu Market, 1688, Taobao that Vendor is interested in selling. The Supplier spent time on researching and listing to Supplier platform. The Supplier system will automatically increase the sourcing request quantity when the Vendor keeps placing orders to the Supplier.

- For starting user: 5 sourcing requests available daily.
- For user placed more than 50 orders: 10 sourcing requests available daily.
- For user placed order amount more than 2000USD: 20 sourcing requests available daily.
- For user placed order amount more than 2millionUSD: unlimited.

## 5. Payment

The Supplier only processes the orders after the payment received, the Supplier will not responsible for any delay because of the Vendors payment failed. Vendors can download the invoice anytime before or after the payment made. Vendors can charge the store credit by earn rewards or benefits, the payment can be used for any payment from the Supplier service, The Vendor can withdraw the store credit to their bank account by payment the withdraw fee. For some dispute orders, there will be refunds to the Vendor store credit and withdrawable too. The Supplier accepts Credit Card, PayPal, Wire Transfer payment.

## 6. Fees and Charges

The Supplier will provide Vendor with a detailed listing of all items shown in the photos along with, but not limited to, the price they will be charged for each item, shipping amounts and any and all other charges which may be due in affiliation with each item.

The Vendor is responsible to pay fees for his part of the transactions.

Prices of Products at the date of this Agreement are shown on the Suppliers Website. These prices include transportation to the delivery point. Prices may be subject to adjustment.

The Vendor will be free to decide his own retail prices.

## 7. Sales and Tax

The Supplier accepts it is own tax that generates by his own business in China. The vendor should consider their own tax policy in their country. The Supplier has a responsibility to help vendors to save tax in a legal way. Vendors will be responsible to collect report or remit tax information arising from any transaction involving the products provided by the Supplier.

#### 8. Refund & Resend & Return Policy

Delayed Orders: Orders No Found, In transit, Pending, Expired with more than
45 days (counting from the date you send the payment to CjDropshipping.com) for the
USA and 60 days (except some countries that used China Post Registered Air Mail,
please check the shipping for China Post Registered Air Mail here) for rest of the world if:

- A customer has sent complain (Through PayPal Dispute or other Gateway, e-mail, etc.)

- You have checked the tracking number and it doesn't show any move or information.

2). Damaged Orders: CjDropshipping.com will provide a full refund/replacement if:

- Orders arrived damaged.

- Order arrived damaged but the customer doesn't want the replacement to be sent.

- For electronic products, drop shipper should open the dispute in 7 days after received.

3). Bad Quality: CjDropshipping.com will check most of the items before shipping them out, but sometimes the buyers still complain about products received.

- Imperfections such as bad sewing, incorrect size/color, not working etc.

4). Delivery Countries Limits: Because of international shipping method ability limits, some of the shipping countries is pretty hard to be delivered.

CJ will not accept any dispute about delivery once order dispatched if ship to countries below:

<<Haiti, Kyrgyzstan, Madagascar, Mauritius, Bangladesh, Nepal, Nicaragua, Swaziland, Jamaica, Zambia, Ecuador, Peru, Bolivia, Chile, Argentina, Uruguay, Egypt, Sudan, Libya, Algeria, Angola, Bahamas, Benin, Belize City, Burundi, Dominican Republic, Gambia, Grenada, Cuba, Palestine, Mexico, Brazil, Paraguay>>

You can still open a dispute with reasons except for delivery as usual.

5). Shipping Method Limits: Some shipping methods will be untrackable when orders arrived at some Countries, State, City, CJ will not accept any dispute when you choose shipping method and ship to the limit countries. And CJ will not recommend you to use those shipping methods when delivery countries are limited

China Post Registered Air Mai: The USA, UK, Canada, Australia, France, Germany, Brazil etc.

HKpost: The USA, UK, Canada, Australia, France, Germany, Brazil etc.

DHL: Remote address will charge additional cost, we will contact you once found it.

Volume Exceed Product: Some products are much big than its weight, and freight company will charge the shipping based on volume instead of weight. Normally the orders weight over 2kg and volume exceed will have this issue. We will have to charge you by the volume for shipping cost once we find it.

As the international shipping method developing, the limits will be released in the future, we will change this rule if we have a chance.

You can still open a dispute with reasons except for delivery as usual.

6). The dispute which is not CJ faults: CJ will not accept any disputes that buyer received with reasons as below, because the description is defined by drop shippers' end and CJ will ship the correct products that most of your customers like it, and also it is approved by your end.

- The buyer does not like it.

- The description is not real.
- Products smell unusual.

- The buyer ordered wrong items or SKU.

- The shipping address provided incorrectly.

7). Products returned to CJ warehouse:

– Normally CJ will not suggest returning products to our warehouse, because the international shipping is high and take at least 3 months to arrive CJ China Warehouse. Most them will be lost during the return. Also, most of the returned products will be damaged on the way. Please do not ask your buyers to return the products to CJ USA Warehouse. CJ USA Warehouse does not accept returns.

CJ can accept the returns if you put the products to your private inventory once we received.

If you indeed want your buyer to return the products, please follow this steps: How to return products to CJ warehouse. Please note CJ will only put the products to your inventory and will not refund for it. This private inventory will be automatically used and reduce the product cost for your next order.

### 9. Wrong Address

The vendor is responsible to provide the correct address. The Supplier will charge the Vendor any and all fees associated with a wrong address is provided. If the apartment/suite number is not included or a wrong postal code is provided and reshipping is required, there will be a re-shipping charge equal to the original shipping charge pair by Vendor. There will be a 10% restocking fee for all packages returned to Supplier because of a bad address being supplied.

## 10. Responsibility

The Supplier is responsible or liable for the provided Materials and Products provided to End Customer. The warranty provided on these Products is valid. If End Customers appear to have issues with provided Products, and the first After Sales services provided by the Vendor are not sufficient, the Supplier needs to provide further assistance to deal with the issues.

Supplier guarantees Vendor that all provided goods don't violate any IP, Copyright or Trademark law. In case Products are patented, Supplier ensures Vendor they have the license to sell the goods.

However, the success of the Vendor's webshop/website, the accuracy, or legality of its content and operation is the responsibility of the Vendor.

## 11. Claims

If the Vendor becomes aware of any claim or potential claim in respect of defective Product liability arising from a delivery of any Products it shall immediately inform the Supplier in writing providing all necessary information/documentation to enable the Supplier to take any appropriate action.

The Vendor may require the Supplier to give all reasonable assistance, at the Supplier's cost, to enable to defend both their reputation.

## 12. Right to Modify

Vendor and Supplier retain the right to modify this Agreement at any time. The modified agreement is valid upon signature of both parties.

#### 13. Severability

If any provisions or sections of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

### 14. Confidential Information

During the course of business between Vendor and Supplier confidential information related to Vendor's or Supplier's business need to stay confidential. Such confidential information may include market prices, unique visitor's website, inventory levels, product features, and pricing and anticipated new products, Supplier sales practices, and programs. Vendor agrees that the confidential information will be used solely for the purpose of conducting business with the Supplier. The vendor must not disclose or distribute any confidential information to any competitor of Supplier or to any other third party without the express written consent of the Supplier.

All images of all products supplied by Supplier, including images on Supplier's website and its catalog DVD, Blue-ray, are the exclusive property of Supplier. The Vendor may use these images only in connection with the sale of Supplier's products and only in compliance with any policies or terms stated by the Supplier. No other use or distribution is permitted, and Vendor may not use Supplier's images in connection with the sale of products from any person or entity other than the Supplier.

Prices and product availability are subject to change, and important changes need to be shared with Vendor in advance.

#### 15. Effectiveness

This Agreement takes effect as of the date user registered. This Agreement is governed by the laws of China. The Parties agree to resolve any disputes in good faith and cooperation.

Date: \_\_\_\_\_

SIGNATURE Registered User (the "Vendor") SIGNATURE Yiwu Cute Jewelry Co., Ltd.