

# DROPSHIPPING SERVICE - TERMS AND CONDITIONS

RETAIN A COPY OF THESE TERMS AND CONDITIONS ALONG WITH YOUR ORDER FOR FUTURE REFERENCE.

This Dropshipping Terms and Condition (“Agreement”) effective by the date of the submittance by the Dropshipper to Bali Swim’s representative, is made and entered into by and between PT. Cut Make Trim (“Bali Swim”, “BS”, “We”, “Us”) having its address at:

Jl. Mahendradatta No.86,  
Padangsambian,  
Kec. Denpasar Barat,  
Kota Denpasar, Bali 80119

and Dropshipper (“You”) in the framework of cooperation in buying and selling clothing products, hereby agreed upon Dropshipping Service - Terms And Conditions as follows:

## 1. Service activation

Once we receive the payment as referred in the invoice, the service will be activated within 24 hours. The service has a duration of 30 days, starting from the activation date. Bali swim will notify you when your subscription is expiring and you will be given the options to renew.

The cost of the service is not refundable. When the service expire, Bali Swim will notify you for renewal. For unsubscribing please send an e-mail 30 days before at [info@baliswim.com](mailto:info@baliswim.com).

There are no minimum quantities, neither a minimum amount to reach with the dropshipping service.

All merchandise stored by Bali Swim will be covered by Insurance with Bank Mandiri, one of Indonesian state owned bank.

## 2. Notification and Communication

All notices or requests for information to or about Us will be processed if made in writing and sent to: ... (address, email, telephone number and facsimile number of BS, or other communication media)

Notification to the Buyer will be deemed received by the Buyer if and when: We can evidence that the communication, in physical or electronic form, has been sent to the Buyer.

With any form of electronic communication made between the Buyer and Us, the Buyer agrees to communicate electronically as a form of legitimate communication.

### **3. Logistics**

The packaging shipped to the final customer do not contain any type of advertisement or documents that make reference to Bali Swim. The parcels are marked with the DHL name and the compulsory address of the warehouse.

### **4. Custom and Duty**

As different countries have different custom and duty charges, we will not be able to guarantee the custom and duty fee. However, we can assist you with a smooth shipping process by providing you with all the necessary documentation, all you will need to do is to receive and clear custom yourself.

### **5. Payment terms and conditions**

We will require your monthly warehouse fee per agreement and a shipping fee credit, no goods will be shipped if the credit amount is not sufficient to cover your orders shipment.

### **6. After sales policies and goods return**

We will provide you all the information about your goods in terms of stock, shipment, and leftover credit. We will send you an actual airwaybill from DHL to support your shipment. All of the documents will be uploaded and shared on google sheet. It is the responsibility of the dropshipping customer to monitor our sheet and update their stock levels accordingly.

We have a specific policy for Return and Claim, please share this information to your client/ buyer.

- **Damages**

- a) If there's a damage to the product, the dropshipper should immediately inform us to arrange the necessary resolution.
- b) We will assure the quality of the product therefore only product that is certified damaged, faulty or defective in terms of specification, color and design will be replaced.
- c) Products that are certified in good condition and meet the standards of Bali Swim will not be changed.
- d) Please provide Bali Swim with proof of postage or invoice and proof of the payment to enable us to process for any product replacements (by WhatsApp's only).
- e) Bali Swim will not entertain any request for replacement after 7 (seven) days from the date of receiving the product.
- f) For sizing problem, Bali Swim will appreciate if you can measure the product according to the correct measurement method and provide us the photo of measurement. Then, our dispute team will deal with your disputes quickly.
- g) For the avoidance of doubt, we will only replace or exchange the product with another similar product only. Any refund will depend on the case.
- h) Bali Swim will take no responsibility for any product damaged or shipping delay caused by the act of nature, including but not limited to: pandemic outbreak, international crisis, strike, war, earthquake, flood, storm, heavy snow, or customs inspection. In this regard, you will be notified via Bali Swim Chat, Skype, Email, Line, WhatsApp or other line of direct communication.

- ***Order not received***

We will not deal with the refund or resend if the provided tracking information shows the order has been delivered.

- a) If your clients did not receive the package, a non-delivery certification issued by the local post office with official seal is necessary.
- b) Tracking Information Alert. The tracking information shows Alert, the reasons are listed as below:
  - Incorrect/insufficient Address.
  - No Such Number.
  - Unknown recipient.
  - Refusal.
  - Do not pick up in time.
  - No safe delivery location.
  - Uncleared customs.
  - Others.

- ***Return***

It is possible to return the products to us, however it is not advisable to return directly to our warehouse. International shipping cost is high and it will take an approximate 1 (one) month at the least to arrive in Bali, Indonesia. We would advise to have your customer either return the products to you or if your customer insist to return the goods please inform us and we will provide a return form for you.

- ***Unacceptable Disputes***

BS shall not accept any unreasonable disputes, including but not limited to:

- a) The buyer decide to not like it.
- b) The product description is not suitable.
- c) The product has an unusual smell.
- d) The buyer ordered the wrong items or SKU.
- e) The shipping address was provided incorrectly.
- f) Product difference was negotiated in advance.
- g) Tracking information deleted by logistics companies or local post offices.

## **7. Copyrights**

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

BS retains the right to terminate Dropshipper's permission to use these images at any time and for any reason.

## **8. Right to Modify**

BS retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to the Dropshipper, the recourse will be termination of the Dropshipper's participation in the BSDS Program. Continued participation will constitute acceptance of the modifications.

#### **9. 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.

#### **10. Governing Law and Dispute Resolution**

These terms and conditions are interpreted and implemented based on the provisions of the laws and regulations in force in the Republic of Indonesia.

If a dispute arises regarding the interpretation and/or implementation of these Terms and Conditions, the dispute will be resolved by deliberation to reach a consensus.

If the dispute above cannot be resolved by deliberation to reach consensus, then the dispute will be resolved according to the applicable law in Indonesia and therefore both parties choose a general legal domicile and remain at the Office of the Clerk of the Denpasar District Court.

#### **11. Effectiveness**

This Agreement takes effect by the date of the submittance by the Dropshipper to Bali Swim representative, by submitting, the Dropshipper accepts all BS's terms and policies set forth in this Agreement.

We will always try to offer you the best service possible. if you have any other questions, please feel free to [contact us](#).

(If it is a company)

Name of Company :

Established under the law of :

Name of The Dropshipper's Party Representative :

Position of The Dropshipper's Party Representative in the Company :

Company Registered Address :

Telephone :

Email :

(\*Other Necessary Information) :

(If it is an individual)

Name :

Age :

Registered Address :

Telephone/Fax :

Email :

(\*Other Necessary Information) :