

Updated June 5<sup>th</sup>, 2025 Terms & Conditions

## **1. General Provisions**

1.1. King Trading, herein referred to as "the Company," operates as a clothing manufacturer, producing samples and bulk purchase orders ("POs") exclusively upon request. The Company does not sell clothing or fabrics at retail or wholesale.

1.2. The Company operates on an 'ex-factory' basis, where the buyer assumes responsibility for inspecting items before dispatch. Refunds will only be considered in cases where manifest defects are evident and reported within seven (7) days of receipt.

1.3. The Company, in its commitment to delivering high-quality products, may, upon mutual written agreement, assist with independent quality control measures.

# 2. Pricing

2.1. The Company shall provide only estimated pricing for custom client designs until the client approves their samples. Upon the client's approval of the provided specification sheets, the Company shall issue fixed wholesale pricing, which shall remain valid for three (3) months.

### 3. Sampling

3.1. Payment for sample invoices must be rendered in full to the Company's designated PayPal account and is deemed non-refundable.

3.2. While the Company endeavours to meet buyer specifications for samples, it cannot guarantee the fulfilment of all expectations. Video callbacks can be arranged before sample dispatch upon request.

3.3. Patterns and grades adhere to the Company's international sizing standards. Buyers are advised to consult the size chart on the Company's website to ensure compatibility with their target market.

3.4. The Company retains digital patterns within its system unless agreed otherwise in writing prior to sample production.

### 4. Production

4.1. Bulk order production commences upon receipt of 50% of the invoice value.

4.2. The Company does not provide pre-production samples ("PPS") but furnishes production samples ("PS") derived from the bulk order. The Company shall not be held liable for remakes or

credit notes in the event of post-approval issues. Production shall adhere to the specifications outlined in the approved samples.

4.3. Fabrics displayed on the Company's website are imported tax-free. If other fabrics are requested, they must be fully utilized in the bulk PO and dispatched to an overseas address using the Company's export documentation.

4.4. Any tax-free imported fabrics left over from a bulk PO must remain on the Company's premises and be used in a future bulk PO within six (6) months. These fabrics cannot be sent to any other location globally.

4.5. Fabric deposits earmarked for ongoing or future orders are irrevocable once payment has been made.

4.6. Imported fabrics must be used exclusively in overseas production orders and cannot be transferred or sold locally to preserve the Company's tax-free license and commitment to fair trade practices.

4.7. Estimated delivery dates for orders using imported fabrics are subject to supplier shipping schedules. The Company shall not be held liable for delays caused by suppliers.

4.8. The Company disclaims liability for colour bleeding, transfer, or fading. Buyers are advised not to mix light and dark colours, particularly black and white. No absolute colour fastness is guaranteed.

4.9. All orders must be dispatched to overseas destinations within three (3) months of the deposit date unless otherwise agreed in writing.

4.10. A variance of  $\pm 3\%$  in the quantity of goods delivered compared to the purchase order is considered acceptable.

4.11. The Company shall not be liable for delays caused by supply chain disruptions, customs clearance issues, civil unrest, natural disasters, or armed conflict.

4.12. Manufacturing tolerances apply to all items and may vary depending on the style specifications.

### **5.** Accessories

5.1. Requests for branding or imported accessories are subject to minimum order quantities ("MOQs"), typically set at 1,000 pieces per size, colour, and dimension. Excess accessories may be dispatched at the buyer's expense.

5.2. The Company shall retain accessories in stock for up to six (6) months following the export of the bulk order. Beyond this period, the Company bears no responsibility for unused accessories.

# 6. Deliveries

6.1. Goods shall be dispatched to the buyer's destination upon settlement of all outstanding payments.

6.2. The buyer shall bear the costs of courier or cargo. Goods will only be dispatched upon receipt of payment.

6.3. Utilizing the Company's courier account entails acceptance of non-negotiable prices, which must be settled in full. Alternatively, buyers may opt to use their own courier accounts.6.4. The Company shall provide reasonable assistance in the event of damage or loss during delivery, typically facilitated through DHL or FedEx. This assistance includes supporting the buyer in initiating and processing claims with the courier. However, the Company assumes no liability for such claims.

#### **Acknowledgement and Acceptance of Terms**

By providing your details and signing below, you acknowledge and agree to the Terms and Conditions outlined above.

Your Name:
Company Name or Brand:
Your Registered Address:
Signature (I accept the terms and conditions):
Your Status (e.g., owner, employee, etc.):