

Article 1: Applicability

1.1 Unless otherwise expressly agreed in writing, these general conditions are applicable to all quotations and based on agreements with KIDS&STUFF MERCHANDISE LTD.. By placing an order and / or signing of any contract whatsoever, the Client acknowledges the applicability of these General Terms and Conditions. 1.2 A conduct which is contrary to this General Terms and Conditions, even if it occurs several times, does not entitle the Client to take this for granted and is not an acquired right on account of this. The invalidity of any one of these provisions does not entail the nullity of the remaining provisions.

Article 2: Conclusion of agreements

2.1 Unless expressly provided otherwise, the quotations issued by KIDS&STUFF MERCHANDISE LTD. are binding for a period of 30 days after date of quotation. Unless other evidence is presented, the order confirmation of KIDS&STUFF MERCHANDISE LTD. which is not objected within 8 days in writing, is considered to reflect the agreement correctly and completely according to these General Terms and Conditions. All agreements are deemed to have been concluded at the registered office of KIDS&STUFF MERCHANDISE LTD.. 2.2 All orders are irrevocable. The total or partial cancellation by the Client gives reason for the payment of a compensation of either the total price or the unclaimed portion and more if justified, without prejudice to the entitlement of KIDS&STUFF MERCHANDISE LTD. to claim the entire execution of the order. 2.3 The Client is deemed to know well the properties, the characteristics and the like of the ordered goods and he chooses the goods in due proportion to his needs and under his exclusive responsibility. Photographs, drawings, illustrations, technical characteristics and the like are only given for illustrative purposes and KIDS&STUFF MERCHANDISE LTD. reserves the usual exceptions, including and not exhaustive, nuances in the color.

Article 3: Delivery and Delivery Date

3.1 Unless otherwise agreed in writing, the delivery times specified are only indicative and do not result in contractual obligation for KIDS&STUFF MERCHANDISE LTD.. 3.2 The receipt of the goods without any written reservation, regardless of by the Client or by the carrier, is deemed to be acceptance. 3.3 The ordered goods are delivered EX WORKS, unless otherwise expressly agreed, in the warehouse KIDS&STUFF MERCHANDISE LTD. and shall be collected by the Client within eight days upon notification of arrival; in case of default KIDS&STUFF MERCHANDISE LTD. reserves the right to charge storage costs by rights and without prior notice. 3.4 Partial deliveries are permitted and can already lead to invoicing. 3.5 Goods may only be returned to KIDS&STUFF MERCHANDISE LTD. after KIDS&STUFF MERCHANDISE LTD. has consented to in writing. The return must be done within 14 days after receipt of the goods. The return of the goods is to cost and risk of the Client. In case of return, the goods must be provided with all original hang tags and labels and packed in the original packaging. In the absence of the said original hang Tags, labels and packaging the return will not be accepted. The consent to the return of the goods does not at all imply the acceptance of the goods by KIDS&STUFF MERCHANDISE LTD.. In case KIDS&STUFF MERCHANDISE LTD. upon receipt of the goods state that those are defective damaged, do no longer bear the original hang tags, labels And / or packaging, they will ... notify the Client thereof in writing and invite for a friendly expertise, within 2 days after receipt. Failing presence of the organized expertise will make the statements blamable to the Client, and there cannot be a recurrence to this point.

Article 4: Price

4.1 All prices and rates are net, ex warehouse, unless otherwise expressly agreed including normal packaging, excluding any direct or indirect present or future tax, VAT, charges, dues, duties, fees, fines, compensation for reproduction, authors, publishers, or other, also all currency risks and transportation increases are always at Client side, which the Client hereby declares irrevocably and in a special way to take his expense and to hold KIDS&STUFF MERCHANDISE LTD. harmless in this respect. 4.2 Any order to KIDS&STUFF MERCHANDISE LTD. for the design of a certain good and for the making of a sample is liable to pay costs, unless the Client places an order for designed good, within the agreed minimum order quantity for that specific ordered item. The costs for shipment of the designed samples are to his expense, irrespective of any order.

Article 5: Payment

5.1 Payment of the goods is done cash unless otherwise expressly agreed in written as following: 50% while ordering by wire, 40% before shipping the goods from the Far East, 10% before delivery, unless otherwise agreed upon. Invoices are payable at the registered office of KIDS&STUFF MERCHANDISE LTD.. 5.2 The invoices are deemed to be finally accepted in the absence of protest by registered mail within 8 days after invoice date. 5.3 In the event of late payment, the amount will be increased by rights and without any prior notice: -By a fixed compensation of 12% on the principal;

-As well as a default interest of 1% per month, whereby a portion of a month is considered a whole month, until the days of full payment; KIDS&STUFF MERCHANDISE LTD. also entitled to reimbursement of legal costs and compensation of all relevant recovery costs.

Any payment received by KIDS&STUFF MERCHANDISE LTD. will first be credited to interests and compensations due, and then to the principal of the first invoice due. 5.4 In case of late payment of an invoice, all other claims not yet due to the Client will claimable by rights and without prior notice. 5.5 Where it is cast doubts on the solvency of the Client, as for example due to none or late payment of invoices, the seller has the right to impose a down payment or to require securities for deliveries yet to be carried out, at the default of which KIDS&STUFF MERCHANDISE LTD. is entitled to terminate the agreement immediately unilaterally at the expense of the Client who is to pay a compensation of 30% on the total price or more, if justified. KIDS&STUFF MERCHANDISE LTD. also reserves the right to suspend the execution of all current orders without prior notice and without compensation. 5.6 Any complaint from the Client does not affect his payment obligations.

Article 6: Retention

The Client hereby acknowledges irrevocably and in a special way special way that the goods delivered stay the property of KIDS&STUFF MERCHANDISE LTD. until the purchase price in principal and accessories is fully paid. For this period of time, the Client is not entitled, on pain of liability, to pledge, bond, transfer the goods to third parties and he must oppose any seizure and inform KIDS&STUFF MERCHANDISE LTD. immediately.

Article 7: Liability

7.1 Any complaints arising from hidden defects must, on penalty of forfeiture, be communicated within 8 days by registered mail to KIDS&STUFF MERCHANDISE LTD.. 7.2. The client accepts small differences between the order (on the basis of the proofs, samples, models and/or showcased goods) and the actual delivery, so that the above-mentioned elements only be given by way of indication. Pantone colors are carried out according to the best practices, but the result is always an approach and depends on the carrier. The client accepts differences between the ordered colors and also in the field of materials and overpressure. This also applies to the quantities supplied, unless otherwise listed in the order confirmation, a margin of 5% more or less is accepted, even if this results in a higher or lower price. Our customer waive expressly any legal claim relating to these elements. 7.3 In all cases, the liability of KIDS&STUFF MERCHANDISE LTD. towards the customer is limited to [20%] of the total purchase price, excluding all costs (transport, ...) and all taxes (VAT, customs, etc.), of any kind too.

Artikel 8 : Intellectual Rights

8.1 The intellectual and/or industrial rights in command of the customer and work made by KIDS&STUFF MERCHANDISE LTD., models, drawings, or other material remain with KIDS&STUFF MERCHANDISE LTD., unless otherwise agreed. 8.2 As far as the work by the customer to KIDS&STUFF MERCHANDISE LTD. provided for further exploitation, declares this customer to have the necessary intellectual and/or industrial rights to use those or to create there off. The customer shall fully indemnify KIDS&STUFF MERCHANDISE LTD. for any claim relating thereto submitted by a third party. 8.3 Subject to the explicit prohibition of the customer, KIDS&STUFF MERCHANDISE LTD. is permitted to disclose the delivered products as a reference and to depict it in all its publicity.

Article 9: Force majeure

Cases of force majeure, and for whatever reason, any interference and obstacles in the company and the delivery, any unforeseen events in KIDS&STUFF MERCHANDISE LTD. or the companies where we are supplied from, all transportation delays or obstacles, as well as the non-delivery of the goods by suppliers, strikes, lockouts, export or import prohibitions or restrictions, fire or accident, mobilization, war or riot or statutory provisions, give us the right to cancel or suspend our supply obligation permanently or temporarily, without KIDS&STUFF MERCHANDISE LTD. being liable for the damage caused thereby.

Article 10: Proving

10.1 All communications, notices, contracts, documents or other are given validly by the supplier at the address specified in the contract of the Client, and that even by email, fax or any other form of electronic communication. 10.2 All items, except those by registered letter, which are sent by the Client according the method described under the aforementioned article 9.1, can only be objected to KIDS&STUFF MERCHANDISE LTD. if a receipt of the latter is available.

Article 11: Applicable law and competent court

11.1 The entire client relationship with KIDS&STUFF MERCHANDISE LTD. is in all its aspects and all transactions subject to Bulgarian law, excluding the CISG. 11.2 In case of dispute only the courts of the judicial district of Sofia are competent, and where appropriate, the Peace Court. KIDS&STUFF MERCHANDISE LTD. reserves the right to initiate the claim before another court competent in this case.