

# Dropshipping Agreement

**Party A:** Yiwu Cu Jia Trade Co., Ltd.

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

**Business Registration Number:** 91330782313632834R

**Company Representative:** Lizhi Zhou

**E-mail:** andy@cjdropshipping.com

**Party B:**

**Company address:**

**Business Registration Number:**

**CJ Account ID:**

**Company Representative:**

**E-mail:**

## I. Definition

### 1. Dropshipping

Dropshipping is a retail method that Party A directly ships the goods to Party B's terminal customer. Party B synchronizes the orders and delivery details of the terminal customer from their stores or websites to Party A. The Party A sources and delivers the goods to the terminal customer according to the detailed information provided by Party B.

### 2. Product Sourcing Request

It means that Party B can ask Party A to find the suppliers to provide the products that are on sale or pre-sale in the store of Party B. Party A will find a specific product for Party B within a certain period of time (usually 2 business days). Party B acknowledges and agrees that, due to the inaccuracy or incompleteness of the product information provided by Party B, the sourcing result by Party A may differ from Party B's specific requirements. The specific product information and condition shall be subject to the product Party B ordered.

### 3. Terminal Customer

It refers to the target consumer group of Party B.

### 4. Official Website

It refers to the official website of Yiwu Cu Jia Trade Co., Ltd., whose domain name is cjdropshipping.com.

### 5. CJ Account

It refers to any natural person, legal person or other unincorporated organization that has legally registered an account on Party A's platform and agrees to the entire contents of Party A's User Agreement and other supplementary agreements.

### 6. Mainland China

It refers to the mainland of the People's Republic of China excluding Hong Kong, Macao, and Taiwan.

## **II. Obligation and Rights of Party B**

1. Party B can create an account on Party A's official website according to the User Agreement.
2. Both parties agree that Party B can sell the products from Party A's official website on its online store or website, and shall not make any misleading descriptions or make any misleading advertisement materials on any part of the regarding the aforementioned products.
3. Party B shall remain the primary contact of the terminal customer. Party B shall contact Party A first if after-sales service is required by the end customer or in case of a dispute during the fulfillment of the order.
4. Party B may require Party A to provide reasonable assistance to defend the reputation of both parties and cover relevant legal fees.
5. Party B hereby makes a commitment:
  - 5.1 Party B shall guarantee the sourcing products will not have the risk of intellectual property infringement of the third party, including but not limited to trademarks, patents, appearance, etc. Party B shall purchase products from Party A under the commitment that the products have no possible risk of infringement;
  - 5.2 Party B shall agree not to file any complaints, reports, litigation, arbitration, etc. against Party A through any means, and give up any rights to claim (including but not limited to compensation for infringement);
  - 5.3 Party B shall be responsible for all relevant lawsuits and arbitration if any party claims compensation from Party A upon any suspected intellectual property infringement or intellectual property infringement of the products, and settle with all related costs including but not limited to penalty, compensation, and reimbursement, and expenses including but not limited to attorney fees, hearing fees, and notarial fees. Any aforementioned expense disbursed by Party A shall be reimbursed by Party B.
  - 5.4 Party B agrees that the Chinese version of the Dropshipping Agreement shall prevail and share a larger portion of the legal effect in case of different understandings or interpretations of the agreement. Any dispute

between Party A and Party B shall be governed by the laws (including the applicable laws) of the People's Republic of China (which, for the purpose of this opinion, does not include the Special Administrative Regions of Hong Kong or Macau), and administered by the People's Court of Yiwu, Zhejiang Province.

### **III. Obligation, Rights and Services of Party A**

1. Party A will endeavor to source the right products to meet the needs of Party B.
2. Party A freely offers the essential features of the official application and other operating system, while Party A shall notify Party B in advance for relevant fees regarding any upcoming bonus service.
3. Party A shall have the proprietorship of any type of digital files regarding the products provided by Party A such as images, videos, audios, documents, all the images on Party A's website, and DVDs, Blu-Rays of catalogs. Such properties are for purpose of sales only and strictly forbidden to be distributed or used for any other purposes by any other individual, organization or entity.
4. Party A is responsible for providing products to Party B with correct and reasonable prices and shall update prices on its official website in time according to the latest market price.
5. Party A shall timely notify Party B with any update in logistics cost. Party A is responsible to deliver the parcel according to the logistic information provided by Party B during the fulfillment process. Party B can track the parcel through the website provided by Party A or other third parties, however logistics information might be restricted and unable to be tracked in certain remote countries.
6. Party A is responsible to find the suitable supplier in China when sourcing products to meet the specific requirements of Party B. Party A allows different amounts of sourcing requests every day according to different levels of users. The amounts of sourcing requests will be increased automatically when the amount of orders placed by Party B reaches certain grades.
  - 6.1 Lv1 users can submit 5 sourcing requests per day.
  - 6.2 Lv2 users can submit 10 sourcing requests per day.
  - 6.3 Lv3 users can submit 20 sourcing requests per day.
  - 6.4 Lv4 users can submit 50 sourcing requests per day.
  - 6.5 Lv5 users and VIP users have no limits for sourcing requests.
7. Party A will only process the orders successfully paid by Party B on Party A's official website. All consequences due to failure or delay of payment shall be borne by Party B. After payment, Party B can download the invoice on the order details page.

### **IV. Tax**

Party A is only responsible for the taxes and fees incurred in mainland China during the order fulfillment. Party B shall consider the customs taxation policies of his own country and the destination country, and notify Party A in time if there are changes. Party B shall bear the taxes incurred during customs clearance in the destination country.

### **V. Dispute Policies**

ALL DISPUTES SHALL BE OPENED ON CJ. OTHERWISE, CJ WILL BLOCK YOUR ACCOUNT

PERMANENTLY.

CJ offers a quicker dispute solution and will appreciate it a lot if you provide:

- a. Photos or videos of the damaged item to prove damage. If the photo cannot prove the products are damaged, please upload the video.
- b. Screenshot of the e-mail or dispute received including name, date and content. In other words, a customer has sent the complaint (Through PayPal Dispute or other Gateway, e-mail, etc.).
- c. The products need to be returned to CJ if our Dispute Team asks for a return on the AS Service Center.

Except the important interpretation, CJ will make Refund, Resend, or Accept the Return for any of the following cases:

#### 1. Orders Delayed.

Orders are lack of tracking information, in transit, pending, expired after 60 days counting from the date that order departed from CJ warehouse. Following countries and shipping methods may be different:

- a. For orders shipped to the USA, it is after 45 days counting from the date that order departed from CJ warehouse.
- b. For Brazil, it is after 110 days counting from the date that order departed from CJ warehouse due to the strict customs clearance at Brazil.
- c. For China Post Registered Air Mail and CJ liquid direct line to all counties, CJ will deal with your dispute for delayed orders after 100 days counting from the date that order departed from CJ warehouse.
- d. For some special shipping methods, CJ cannot deal with your disputes.

Notes:

Sometimes, the order had arrived at the nearest post office to the buyer and make it pending because of insufficient address, package unclaimed, no such number, etc. It will be much more convenient for clients to contact local post office or go to the post office for delivery.

#### 2. Orders not Received.

CJ will not deal with the refund or resend if the tracking information shows the order is delivered.

- a. If Your clients do 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:
  - a) Incorrect/insufficient Address.
  - b) No Such Number.
  - c) Unknown recipient.
  - d) Refused.
  - e) Do not pick up in time.
  - f) No safe delivery location.
  - g) Uncleared customs.
  - h) Others.

Notes:

- a. The local distributor will deliver 1-3 times according to the actual situation. If it is still unclaimed during the

delivery period, it will be returned to the local post office for storage in 3-7 days. Meanwhile, Your clients need to pick up the package by himself/herself. Otherwise, the product will be returned to the sender, our logistics company. During the return, CJ takes no responsibility if products have been lost.

b. If the logistics company provides return service to China, CJ will put the products to your private inventory and will not refund for it when we receive the returned items.

c. CJ cannot offer refund or resend if you don't process the undelivered order or package destroyed by logistics companies.

### 3. Products Damaged.

CJ offers a full refund or a replacement if packages arrived are badly damaged.

CJ offers a partial refund or a replacement if packages arrived are partially damaged (except thread, slightly wrinkled, small scratches etc.).

Notes:

a. For fragile products, refund is highly recommended.

b. For damaged packing box, CJ cannot offer any refunds or other after-sale services due to the long-distant international delivery.

c. For ordinary products, Your clients shall complain or open dispute to you within 3 days after packages are delivered.

d. For electronic products, Your clients shall complain or open dispute to you within 7 days after packages are delivered.

e. For service products, CJ refunds you the products cost which is the price in China market. If you have CJ quality inspection service. Otherwise, CJ will not take any responsibility for them.

f. For private inventory products, CJ will not take any responsibility for any disputes arising from the natural loss, dampness, expiration, and so forth due to long-term storage of products that have a shorter expiration date, such as beauty products.

### 4. Incorrect or Missing Products.

CJ has a strict quality control process before products are dispatched. CJ will deal with incorrect or missing products as follows:

a. For incorrect products, CJ offers a full refund or replacement.

b. For products with wrong color, size which doesn't affect product function, etc., CJ offers partial refund.

c. For parts missing which doesn't affect product function, CJ may refund partially or resend the missing part; for parts missing which affect product function, CJ will resend the product only.

d. For accessories, CJ will resend the accessories.

Notes:

For size problem, CJ will appreciate it a lot 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.

### 5. Orders Cancellation.

For orders cancellation, CJ offers a full refund before products have been processed by warehouses. But things

may be different for following orders:

- a. After payment, POD orders cannot be cancelled as it is customized.
- b. After payment, private inventory orders cannot be cancelled as it is special products and only available for you.
- c. After payment, video and photo orders cannot be cancelled as CJ have planned and prepared for you after payment.

*Note: For important interpretations and other dispute policies, please refer to Party A's website>Dispute policy (<https://cjdropshipping.com/dispute-policy.html>)*

## **VI. Claims**

1. Party A shall be responsible for the quality of the products provided to the terminal customers and shall provide quality assurance services within the effective warranty period of all products.
2. If the terminal customer has or opens a dispute over the products provided by Party A, and is not satisfied with the primary after-sales service provided by Party B, Party A shall provide further after-sales service to resolve the dispute.
3. Party B shall be responsible for the operation, promotion, legitimacy of his online store or website. Party A will not be responsible for any dispute regarding such matters. Party B shall inform Party A regarding any factual or potential dispute and provide all necessary information and documents for Party A to effectively take appropriate actions to assist the dispute resolution.
4. The contents of agreements and policies that Party A published through official websites, emails, etc., including but not limited to "User Agreement", "Dispute Policy", "Privacy Policy", etc. are also applicable to Party A and Party B. Party B has fully understood and agreed with all the contents of the above agreements and policies. Party B is obliged to read any modification of the content of the above agreement and policy in time, and shall immediately stop using Party A's official website for any disagreement and submit a written objection to Party A. Party B's continuous use of Party A's official website shall be considered as Party B's acceptance to all the agreements and policies of Party A.

## **VII. Intellectual Properties**

1. Either party or any third party has no right or interest regarding the company name, product logos, intellectual property rights, trade secrets, confidential information, etc. owned by the other party.
2. The selection of products is at sole discretion of Party B upon the knowledge of relevant laws and regulations regarding trademark and copyright in the destination country, and Party B shall take full responsibility of any dispute regarding such issues. (See more details in Party A's User Agreement: <https://cjdropshipping.com/user-agreement/en>).

## **VIII. Force Majeure and Disclaimer**

1. When an unforeseeable event or circumstance beyond the control of the parties, including but not limited to pandemic, natural disaster, flood, earthquake, emerging infectious disease, war, strike, military operation (whether a war is declared or not), terrorist attack, change of national law or regulation, government action, etc.(hereinafter 'force majeure') prevents one party or both parties from fulfilling their obligations under the

contract, the party shall be exempt from liability or obligation for the duration of the force majeure.

2. Either party who is unable to perform this agreement due to force majeure shall notify the other party of the predicted impact within three working days from the date of the force majeure. In addition, after the event of force majeure, both parties shall continue to perform their obligations under this agreement, If either party is unable to perform the agreement or the actual performance is meaningless due to force majeure, or the duration of the force majeure exceeds 90 days, either party may notify the other party to terminate this agreement in writing.

## **IX. Dispute Resolution and Applicable Law**

The signing, effectiveness, interpretation, modification, performance, jurisdiction, dispute resolution of this agreement, its annexes and supplementary are based on Chinese laws and shall be interpreted in accordance with the laws of the People's Republic of China.

The performance of this agreement is based on mutual trust and understanding between both parties. Both parties shall endeavor to negotiate in an amicable manner regarding any unstated matter or different interpretation of this agreement. Both parties reserve the right to file a lawsuit in a court which has jurisdiction over the place of business of Party A.

## **X. Modification and Severability**

1. This agreement shall become effective from the date of signatures or seals of the legal representatives or authorized representatives of both parties.

2. Any modifications, supplementary, or cancellation of this agreement shall be effective only when both parties have signed in written form. The supplementary agreement is an important part of this agreement.

3. If any changes in laws, regulations, judicial interpretations, regulations and policies of regulatory authorities cause any clause in this agreement to become illegal, invalid or unenforceable, other clauses shall remain legitimate, effective and enforceable. In such case, both parties should negotiate in good faith and replace the illegal, invalid or unenforceable clauses with clauses that best achieve the purpose of this agreement as soon as possible.

4. There are two copies of this agreement, each party shall hold one copy that has the same legal effect and will take effect upon the signatures and seals of both parties.

## **XI. Termination of the Agreement**

1. This agreement shall become effective from the date of the signatures by both parties and shall remain effective for 6 months. If neither party presents any written notice to terminate the agreement 30 days before the expiration date, this agreement will be automatically extended for another 6 months. Either party shall submit any disagreement in written form within 30 days before the expiration date for both parties to sign a new agreement after negotiation. The agreement shall be terminated after expiration if no agreement can be established.

2. Either party has the right to terminate this agreement after giving 30 days' written notice. If either party violates any terms or provisions of this agreement and does not resolve it within 10 working days after receiving a written notice, the other party has the right to terminate this agreement through notice in written form.

In case of bankruptcy, dissolution, delayed payment, refused payment, failure to meet a deadline, or any unpaid legal compensation of either party, the other party can immediately terminate this agreement at any time during the validity of this agreement.

**Party A:** Yiwu Cu Jia Trade Co., Ltd.

**Party B:**

**Representative:** Lizhi Zhou

**Representative:**

**Date of Signature:**

**Date of Signature:**

**Seal Confirmation:**

**Seal Confirmation:**