INTERNATIONAL COMMERCIAL BESPOKE PROCUREMENT CONTRACT

Standard Terms & Atelier Legal Protection for Custom Handcrafted Enamel Goods & Corporate Gifting

Governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG)

SELLER: GildVoxe Co., Ltd. (Dongguan Atelier, China) | Official Business Email: gildvoxe@163.com

BUYER: Commercial Purchaser / Enterprise Entity as specified in corresponding Purchase Order

1. SCOPE & BESPOKE SPECIFICATIONS

Seller agrees to custom-manufacture and supply handcrafted vitreous enamel boxes, Faberge-style egg gifts, and decorative containers strictly adhering to Buyer's confirmed 3D models, casting molds, pantone enamels, and laser-engraved emblems.

2. MINIMUM ORDER QUANTITY (MOQ) & BESPOKE ATELIER QUOTATION

The standard Minimum Order Quantity (MOQ) is 60 units per bespoke design. Unit pricing is determined on an order basis by official atelier quotation based on casting complexity, 24K gold electroplating, hand-drawn enamel finishing, and batch volume.

3. SAMPLING, PROOFING & PRE-PRODUCTION SIGN-OFF

Physical proofing and pre-production sample approval require approximately 7 to 15 business days. Mass casting and enameling shall only commence upon Buyer's formal written or digital sign-off, which serves as the final conclusive quality benchmark.

4. PAYMENT SCHEDULE & PRODUCTION TIMELINE

Unless otherwise agreed in writing, a 50% non-refundable deposit is required prior to production scheduling, with the remaining 50% balance due upon pre-shipment photo/video inspection. Standard production completion is estimated within 90 calendar days.

5. COMMERCIAL FREIGHT & LOGISTICS (INCOTERMS EXW / DAP)

B2B factory quotation pricing reflects direct atelier costs and explicitly excludes retail free shipping. Commercial courier (DHL/FedEx/UPS) or air freight is quoted and billed at actual carrier cost based on total gross chargeable weight.

6. IMPORT TARIFFS, CUSTOMS DUTIES & CLEARANCE FORMALITIES

All destination import tariffs, customs duties, value-added taxes (VAT/GST), and entry clearance fees are the sole legal responsibility of Buyer as Importer of Record. Seller shall furnish standard Commercial Invoices, Packing Lists, and Waybills.

7. BESPOKE NON-CANCELLATION & 7-DAY INSPECTION ACCEPTANCE WINDOW

Due to unique customization, orders are strictly non-cancellable once production commences. Buyer must inspect goods within 7 calendar days of delivery; failure to lodge written notice with photos within 7 days constitutes unconditional acceptance.

8. LIMITED WARRANTY & LIMITATION OF ATELIER LIABILITY

Seller warrants delivered items against manufacturing defects for 30 days post-delivery. Seller's aggregate liability under any legal theory is capped at the invoice value of the defective units, explicitly excluding indirect, consequential, or lost-profit damages.

9. INTELLECTUAL PROPERTY & INDEMNIFICATION

Buyer warrants full ownership or lawful license for all emblems, logos, and trademarks submitted. Buyer agrees to defend, indemnify, and hold Seller harmless against any third-party claims, legal fees, or damages arising from trademark infringement.

10. FORCE MAJEURE & JURISDICTION (CISG)

Neither party is liable for failure or delay caused by acts of God, war, trade embargoes, or international logistics interruptions. This contract is governed by the United Nations CISG. Any dispute shall be resolved through friendly commercial consultation.

EXECUTION & AUTHORIZED SIGNATURES (Legally Binding Physical or Digital Signatures)

For Seller: GildVoxe Co., Ltd. (Authorized Atelier Seal)	**For Buyer: Authorized Corporate Representative**
Signatory Name: _____	Signatory Name: _____
Title / Position: _____	Title / Position: _____
Date: _____ Seal: [Atelier Stamp]	Date: _____ Company: _____