

Terms & Conditions

FOR CUSTOMIZATION BY RE-SELLER

If SproutWorld authorizes Re-seller to make or have made its own customization of Products, the authorization will be subject to the following conditions:

- Any customization of Products by Re-seller is subject to SproutWorld's prior written approval, including approval of the quality and lay out of a physical sample of the packaging which Re-seller will send to SproutWorld.
- If SproutWorld has approved a physical sample of the packaging, Re-seller may not use a different quality or lay out for packaging for future orders without SproutWorld's prior written approval.
- Re-seller must use the templates provided by SproutWorld and in accordance with SproutWorld's additional instructions.
- Re-seller has the obligation to ensure that any customization is compliant with applicable law and remains solely and fully liable for the customization towards its customers, authorities, other third parties and SproutWorld. By its approval of the customization, SproutWorld does not assume any liability of any kind for the customization. The customized packaging must clearly state that the customization is done by Re-seller and that Re-seller is solely responsible for the customization and any claim relating to the customization from customers, authorities or other third parties.

SproutWorld may, at any time and in its sole discretion, provide additional conditions for its approval of Re-seller's right to make customization of Products as well as for the marketing of the customized products. Re-seller must at all times follow SproutWorld's conditions for Re-sellers customization and marketing of Products customized by Re-seller.

The protection of the SproutWorld and SproutWorld trademarks and brand is important to SproutWorld. Re-seller agrees to adhere to the same core values and standards in its general conduct of business and to actively support SproutWorld in its efforts to maintain and protect its brand. Re-seller acknowledges that the use of the Products by customers who do not share or live up to the core values of the SproutWorld brand may cause severe harm to the SproutWorld brand. Therefore, Re-seller will refrain from selling Products to or making customized Products for customers where Re-seller has reason to suspect that the customer's association with SproutWorld or the SproutWorld brand through the use of the (customized) Products would be harmful to the SproutWorld brand. If Re-seller has doubts as to whether a prospective customer may be harmful to the SproutWorld brand, Re-seller agrees to obtain SproutWorld's approval before accepting any orders from such customer.

SproutWorld may in its sole discretion refuse delivery of Products to Re-seller and may direct Re-seller to refrain from entering into or completing orders customized by Re-seller, if Spout determines that the association between SproutWorld and the Re-seller's customer through the customer's use or intended use of the Products will be harmful to the SproutWorld brand.

To protect our patent and trademark, SproutWorld is selling our products, the SproutWorld Pencil and The Sprout Spoon, exclusive on Amazon and Alibaba. Therefore, we do not allow others to sell any SproutWorld products on Amazon/ Alibaba.

In addition to protect patent and trademark, SproutWorld products must not be listed on online market places such as Ebay, Etsy etc.

Distributors buying SproutWorld products are obligated to inform third-party buyers of the conditions regarding selling on Amazon/ Alibaba and other online market places. If this is not complied with, and should the third party buyer promote and sell any SproutWorld products on Amazon/ Alibaba, the providing distributor may be obligated to compensate the third party buyer, for any loss that might occur in connection with his withdrawal from selling on Amazon/ Alibaba.

We will act against resellers, copyists, and violators of our trademark and patent.

Further, Re-sellers failure to comply with the above provisions will entitle SproutWorld to terminate the agreement in whole or in part, with immediate effect and without liability in SproutWorld's sole discretion.