

HOMART®

Terms and Conditions

Prices

- Prices are listed wholesale, USD.
- Prices are subject to change without notice.
- The wholesale prices listed in catalog and website are for stocking retailers only. Trade customers without a physical retail storefront or a catalog operation are subject to a 50% surcharge.

Minimum Advertised Pricing (MAP) Policy

- All products are covered by HomArt's MAP Policy
- See MAP Policy section below for details

Orders

- Minimum opening order is \$150 and reorders are \$100. The items shipping by truck, the minimum shipment is \$500. Authorized Direct to Consumer Drop Ship order minimum is \$10. Orders below minimums may be excepted with additional fees.
- Orders must be written in case pack quantities as indicated in catalog and website. HomArt reserves the right to increase quantities to meet case pack requirements. All case pack requirements are per item number.
- Backorders will ship when available without notice.

Handcrafted Products

- Most of our products are handcrafted by artisans using traditional methods and materials. As a result, variation in size, shape and color will occur.
- Wrought iron and other metal products will rust over time. This natural process may be slowed by periodically applying a protective coat.

Payment

- Payment is by credit card and pre-approved Net 30 terms only.
- Opening orders and international shipments are credit card only.
- We accept credit card payments with Visa, Mastercard, American Express and Discover.
- Terms of Net 30 are available upon approval for businesses more than 2 years old and well rated by credit agencies.
- A \$30 fee will be charged for returned checks

Late Payments

- A finance charge of 1.5% (18% annually) will be added to all past due amounts.
- Customer agrees to pay all collection costs and attorney's fees
- Delinquent accounts will be reported to credit agencies and bureaus.

Shipping

- All orders are FOB Irvine, CA
- Shipments will be delivered by UPS, Fed Ex or common carrier at our discretion. HomArt will not be responsible for additional charges for inside deliveries.
- Special handling or shipping instructions must be specified and confirmed in advance and are subject to extra charges.
- International customers are responsible for entry into destination country, including freight forwarding arrangements, customs clearance and all associated broker charges, import duties, customs fees, tariffs and taxes. Shipping and other fees for orders denied by customs or refused by customer will not be refunded.
- Due to the nature of our products, some items will be shipped in oversized cartons, which may result in higher freight cost.
- Consumer Drop Ships are available. Please see website for details.

Claims and Returns

- Most HomArt products are handcrafted and may have slight variations in size, shape and color. This are not considered flaws.
- Claims for replacement of damaged or missing items must be reported to HomArt in writing within 3 business days from receipt of shipment. Freight damage is the responsibility of the carrier. Any shipping damage must be claimed by the consignee with the carrier.
- Return of goods require a HomArt Return Authorization number and will not be accepted without prior authorization and specific instructions from HomArt. Return request must be received within 10 business days of shipment.
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- Returns must be received in their original condition at our Irvine, CA location.
- All returns are subject to a 20% handling and restocking fee.
- Unauthorized returns and refused shipments will be charged a 20% restocking fee and all freight charges.

HomArt's MAP Policy

Effective January 1, 2018, a Minimum Advertised Pricing Policy ("MAP Policy") will be in effect on all HomArt (the "Company") products. This MAP Policy shall apply to all distributors and retailers, including catalogs and internet retailers (collectively "Resellers"), selling the Company's products to end-users.

This MAP policy has been established to both preserve the Company's reputation for providing customers with high value products, and to enhance the Company's strong brand recognition and competitiveness in the marketplace. The Company greatly values the efforts of all of its Resellers, dealers and sales representatives, and this MAP Policy is adopted for their benefit, and will be uniformly applied.

The MAP policy shall work under the following terms:

1. The Minimum Advertised Price for any Company product shall not be less than double (2 times) the wholesale price as published online at HomArt.com or listed in the Company's current catalog.

2. This MAP Policy applies to all advertisements of the Company's products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, including websites, email newsletters, email solicitations, television, radio, and public signage.
3. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy, however, statements such as "add to basket to see price," or "email for price," or "call for price" or phrases of similar import are acceptable as long as the advertised price is not less than double (2X) the wholesale price. In addition, discounts applied at a virtual or online checkout do not violate this MAP Policy.
4. No Reseller shall use internet auctions to display or establish a reserved bid or other acceptable price less than double (2X) the wholesale price:
 - a. "Buy it Now" options must be listed at a price equal to MAP or greater
 - b. For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option
 - c. Best Offer Auctions Are Not Allowed.
5. The "bundling" or inclusion in advertising of free or discounted products (whether made by the Company or not) with a product covered by the MAP Policy violates the MAP Policy if it has the effect of discounting the advertised price of the covered product below that set forth in this MAP Policy.
6. The Company may, from time to time, offer special promotions on certain products, and reserves the right to modify or suspend the MAP Policy in whole or in part by notifying Resellers of the nature and duration of the change. In the case of permanent or temporary Markdowns offered by the Company on HomArt.com, the MAP price will be calculated based on the Markdown price for the duration of the change.
7. This MAP Policy applies only to advertised prices and does NOT apply to the price at which the Company's products are actually sold. This MAP Policy is NOT applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
8. This MAP Policy does NOT establish maximum advertised prices. Resellers may advertise the Company's products at any price in excess of double (2X) the actual wholesale price.
9. Intentional or repeated failure to abide by this policy will result in termination of the right to resell the Company's products. The Company need not provide prior notice or issue prior warnings before taking any action under this MAP Policy.
10. Implementation and application of this MAP Policy is solely within the Company's discretion and authority. The Company shall be solely responsible for determining whether a violation of this MAP Policy has occurred, communicating decisions to Resellers regarding the MAP Policy, and taking any action in response to violations. Any action taken by the Company under this MAP Policy shall be without liability to the Company.