

# 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.

### 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 incur 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.