

1. **General.**

- a. All orders are accepted subject to standard terms and conditions. ALL SALES ARE FINAL.
- b. Emporium Home reserves the right to refuse any order.
- c. Emporium Home reserves the right to periodically change terms and conditions without written notice.
- d. Emporium Home reserves the right to make modifications to prices, products and/or product components without prior or written notice.
- e. Prices are listed by item number and priced in US dollars.
- f. Emporium Home products carry an acceptable variation due to the handcrafted nature and use of natural materials.

2. **Wholesale Sales Information.** Emporium Home sells to the wholesale trade including qualified design professionals and retail stores. To obtain wholesale information, apply for account application by visiting www.EmporiumHome.com, click on Trade Login and register.

- a. **Stocking Dealer program.** Opening order minimum is \$2,500 and 4 items. Re-order minimum is \$250. Minimums must be met each calendar year to keep account status.
- b. **Non-Stocking Dealer program.** Opening order minimum is \$500 and there is no re-order minimum. Minimums must be met each calendar year to keep account status.
- c. **Order Placement** must be submitted in written format through one of the following methods: emailed to sales@emporiumhome.com or faxed to (501) 376-0024. For question call customer service at (501) 376-4663.
- d. **Payment.** A 50% **non-refundable** deposit is required for all orders. The balance of the order, including shipping charges and any other charges, are due prior to shipment. In-stock goods require payment in full upon order placement. Inventory will not be reserved without payment.
- e. **Payment Methods.** Visa, MasterCard, American Express, Discover, check and wire transfer. A bank transaction fee of \$30 will be charged for each check returned from the bank unpaid. Contact sales@emporiumhome.com for wire transfer procedures.
- f. **Confirmation.** It is the customer's responsibility to review their order invoice to make sure all products, payment and shipping information is correct. For an order to be deemed "complete" and ready for shipment, the following information must be on the sales order: bill to address, ship to address with phone number for delivery, method of payment and email address. Any orders submitted without complete information will not be entered as an order.

3. **Shipping.**

- a. Emporium Home **ships product as soon as available.** This may result in multiple shipments. Our standard flat rate freight pricing ensures that freight will not be charged more than one time for any one product, regardless of the number of shipments on the order.
- b. **Shipping Charges** are based on weight and are charged at an appropriate % based on location and service level. Due to the fragility of our products, some items must be shipped white glove, these items will not fall into the same % categories as other items.
- c. **Special Charges.** Customers who choose to ship with their own carrier may incur handling fees.

- d. **International.** All international orders are sold on “Ex-works” basis. Customers must make all international shipping arrangements with their own freight forwarders.
- e. Customers (or their receiver) MUST inspect items for damage prior to signing for the shipment and releasing the driver. Claims for shipping damages WILL NOT be accepted unless noted on the shipper’s bill of lading.

4. **Damaged or Defective Products**

- a. **Damage and quality issues** must be reported to claims@emporiumhome.com within **72 hours** of receipt. Emporium Home WILL NOT process any claims that extend past the 72-hour time frame. All claims must be in writing and include: Emporium Home invoice number, photographs illustrating product issue, photographs of packing boxes, bill to and ship to information, and style numbers of item(s). Emporium Home is not responsible for any shipping damage NOT noted on the shipper’s Bill of Lading.
- b. **Credit or Replacement.** All original packaging must be used to return item(s). All authorized damages /returns will be issued a merchandise credit or replacement, subject to Emporium Home’s discretion. If items returned are found to be in acceptable condition commiserate with showroom standards, a restocking fee of 25% plus shipping charges will be assessed and must be paid prior to shipment of future orders.

5. **Ecommerce Policy.**

- a. **Ecommerce Application.** In order to sale Emporium Home product through your website you MUST apply for ecommerce status and receive prior written approval. In addition to registering for an Emporium Home resale account, Ecommerce vendors must send the following to info@emporiumhome.com to be considered:
 - 1. Website URL
 - 2. Customer Service and Claims Policies and Procedures
 - 3. Shipping Policies
 - 4. List of similar brands to Emporium Home that are represented on the site
- b. **Internet Minimum Advertising Policy.** Ecommerce customers must adhere to up-to-date IMAP pricing.
- c. **Use of Imagery.** Product images may only be used on customer’s website with permission from Emporium Home and must be branded with the Emporium Home name and product name.
- d. **Linking.** Emporium Home welcomes direct reference or “linking” to its website emporiumhome.com within specific guidelines.