

Terms and Conditions of Use

Last updated: October 17, 2016

Welcome to householdessential.com. Household Essentials LLC ("HHE") provides website features and other products and services to you when you visit or shop at householdessential.com, use Household Essentials products or services, or use Household Essentials applications for mobile. Household Essentials provides the Household Essentials Services subject to the following conditions.

By using Household Essentials Services, you agree to these conditions. Please read them carefully.

PRIVACY POLICY

Online Privacy Policy

We will not sell or release your e-mail address, credit card number, or any other personal information to anyone, except when such action is necessary to comply with local and federal law enforcement.

We may use your information to personalize your experience and better respond to your individual needs. Signing up for our newsletter or contacting us through the website indicates permission to communicate with you electronically.

Electronic Communications

When you use any Household Essentials Service, sign up for a newsletter, post a comment or review, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Use of Cookies

We use cookies (a small file that is sent to your computer) to personalize your experience and keep track of your shopping cart through the checkout process. The cookies are used for this site only and are not used for any other purpose.

In addition, we use Google Analytics to help us make our website, and your experience on it better. To do this, Google also uses cookies. You can, of course, opt out of this participation at any time and still use our website freely. The following information comes directly from Google's description of their cookies and opt-out procedures.

Types of cookies used by Google

We use different types of cookies to run Google websites and ads-related

products. Some or all of the cookies identified below may be stored in your browser. You can view and [manage cookies in your browser](#) (though browsers for mobile devices may not offer this visibility).

Google Analytics Opt-out Browser Add-on

To provide website visitors the ability to prevent their data from being used by Google Analytics, we have developed the Google Analytics opt-out browser add-on for the Google Analytics JavaScript (ga.js, analytics.js, dc.js).

If you want to opt-out, download and install the add-on for your web browser. The Google Analytics opt-out add-on is designed to be compatible with Chrome, Internet Explorer 8-11, Safari, Firefox and Opera. In order to function, the opt-out add-on must be able to load and execute properly on your browser. For Internet Explorer, 3rd-party cookies must be enabled. Learn more about about the opt-out and how to properly install the browser add-on [here](#).

Google Analytics

Google Analytics is Google's analytics tool that helps website and app owners to understand how their visitors engage with their properties. It may use a set of cookies to collect information and report website usage statistics without personally identifying individual visitors to Google. The main cookie used by Google Analytics is the '__ga' cookie.

In addition to reporting website usage statistics, Google Analytics can also be used, together with some of the advertising cookies described above, to help show more relevant ads on Google properties (like Google Search) and across the web.

[Learn more about Analytics cookies and privacy information.](#)

YOUR ACCOUNT

If you use any Household Essentials Service or create a user account with us, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Household Essentials sells to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Household Essentials Services only with involvement of a parent or guardian. Household Essentials reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may submit suggestions, ideas, comments, questions, reviews or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third

parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." Posts may or may not appear on Household Essentials's website at the discretion of Household Essentials. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content.

If you do post content or submit material, and unless we indicate otherwise, you grant Household Essentials a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Household Essentials and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Household Essentials for all claims resulting from content you supply. Household Essentials has the right but not the obligation to monitor and edit or remove any activity or content. Household Essentials takes no responsibility and assumes no liability for any content posted by you or any third party.

COPYRIGHT

All content included in or made available through any Household Essentials Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of Household Essentials or its content suppliers and is protected by United States and international copyright laws.

TRADEMARKS

Graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Household Essentials Service are trademarks or trade dress of Household Essentials in the U.S. and other countries. Household Essentials's trademarks and trade dress may not be used in connection with any product or service that is not Household Essentials's, in any manner that is likely to cause confusion among customers or consumers, or in any manner that disparages or discredits Household Essentials. All other trademarks not owned by Household Essentials that appear in any Household Essentials Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Household Essentials.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and your payment of any applicable fees, Household Essentials or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Household Essentials Services. This license does not include any resale or commercial use of any Household Essentials Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Household Essentials Service or its contents; any downloading or

copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Household Essentials or its licensors, suppliers, publishers, rightsholders, or other content providers. No Household Essentials Service, nor any part of any Household Essentials Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Household Essentials. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Household Essentials without express written consent. You may not use any meta tags or any other "hidden text" utilizing Household Essentials's name or trademarks without the express written consent of Household Essentials. You may not misuse the Household Essentials Services. You may use the Household Essentials Services only as permitted by law. The licenses granted by Household Essentials terminate if you do not comply with these Conditions of Use or any Service Terms.

Secure On-Line Transactions

Your privacy and the security of your personal and credit card information is extremely important to us.

Your orders are encrypted using industry standard SSL (Secure Socket Layer) encryption. Secure Socket Layer (SSL) is a technology developed by Netscape and adopted by all vendors producing related Web software. SSL technology is based on the "public/private key" encryption model - the same technology used to protect nuclear missile codes. It negotiates and employs the essential functions of mutual authentication, data encryption, and data integrity for secure transactions.

Contact information entered on the checkout screen is encrypted (scrambled) between you and our server ensuring it is kept from prying eyes. Once it arrives at our server it is locked away where only we can get to it.

SHIPPING POLICY

At present, Household Essentials only ships to the contiguous United States. We apologize for any inconvenience.

HOUSEHOLDESSENTIAL.COM: Orders are received by our shipping warehouse the day **after** they are placed on the householdessential.com. Once they are in our warehouse and payment has been received, they are shipped out based upon your selected shipping method.

Shipping Methods

Items ordered from householdessential.com are shipped via FedEx. The FedEx shipping options available to you are determined by your shipping destination and the items in your cart.

OVERNIGHT: FedEx delivers orders the next day.

Overnight Shipping Disclaimer

"Overnight" means that FedEx delivers the item the day after they get it in hand. FedEx received orders the day after they are placed initially, just like our warehouse. So an order placed for "overnight delivery" on Monday will be received and shipped out on Tuesday and delivered on to you on Wednesday. We apologize for the confusion this will undoubtedly cause. We strongly encourage ordering in advance to allow ample time for delivery.

STANDARD: FedEx delivers via normal shipping and processing times.

SMART POST: FedEx picks up and attaches tracking information, then it sends the order on to your residence through the USPS.

Smart Post Disclaimer

Because Smart Post uses the USPS for delivery, your delivery address when using Smart Post needs to be one that gets USPS delivery. If your home address does not receive USPS delivery, please choose Standard or Overnight delivery instead to ensure your order's delivery.

Shipping Cost

Shipping Cost is determined by the carrier (FedEx). Some items may have additional shipping fees due to their size, weight, or quantity. Again, these are set by FedEx.

Shipping Promotions and FREE SHIPPING

Free Shipping offer is only available online. You will receive free shipping when your merchandise subtotal matches or exceeds \$50.00. Free shipping is valid on deliveries to the continental US only. This offer has no cash value. Household Essentials reserves the right to terminate this offer or change these terms at any time and without notice. Prices are subject to change without notice.

Transit Time

Please understand that we are not responsible for service transit time once an order leaves our warehouse. Transit times, estimates, and actual deliveries are provided by the carrier, exclude weekends and holidays, and may vary with package destination. This is especially true during peak shipping periods (like holidays). Simply put, we can send it out the door, but after that, it is in FedEx's hands.

You can estimate your orders arrival by knowing the typical handling time and the delivery times of the shipping services offered. You can (and should) follow your order with the tracking information provided to you. "Business days" are normal weekdays. Saturdays, Sundays, and major holidays do not count as business days, so you'll want to keep them in mind as you determine the earliest delivery date you should reasonably expect your delivery.

If your product does not arrive within your expectation window, please review your package tracking number, and give us a call. We are here to help as best we can.

Risk of Loss

All items purchased from Household Essentials are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Returns, Refunds, and Titles

If you decide your purchase is not a keeper, return it within 30 days for a full refund of the purchase price, minus the original shipping fees and a 20% restocking fee. Returned items must be in their original packaging. For damaged or defective merchandise, please contact customer service at 800-922-5524.

If you purchased your Household Essentials products from another retailer—online or in a store—you'll need to contact that retailer directly. Since we didn't sell it to you and have no access to your purchase record (even if we shipped it to you), we cannot handle returns or refunds.

Household Essentials does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Household Essentials does not take title to the refunded item.

Currency

All prices listed on the web site are in US dollars. All transactions are processed in US dollars.

WARRANTY, TERMS, AND EXCLUSIONS

Warranties apply to purchased product only, in NEW condition, and executing a warranty may require proof of purchase. Any product that was given away or was received at no cost (i.e., provided as a product sample, promotion, prize, line review, etc.) is excluded from warranty protections, including lifetime warranties where applicable.

Good Start Warranty

Household Essentials promises that the product bought or received from Household Essentials will be in good condition and that it will function as advertised for its intended purpose. In the unlikely event that it does not arrive in good working order—or is damaged in transit—your product will be replaced at no cost to you. To execute your warranty, please contact customer service with your dated proof of purchase.

This warranty does not cover replacing stolen goods, i.e., product that FedEx shows as having been delivered, but which you did not receive.

1-Year Manufacturer's Warranty

Household Essentials warrants all products sold by Household Essentials to be free from manufacturing defect (in material or workmanship) for 1 year from the date of purchase, unless otherwise stated on a product's packaging. If a product should prove defective at any time within the 1st year of ownership, contact Household Essentials with your proof of purchase and your product will be repaired or replaced at no cost to

you. If your product should be discontinued or otherwise unavailable, you will be provided with the closest like-product within our catalog at the time.

This warranty excludes damages caused by using product for purposes other than its intended function, modifying or altering product or any of its accessories, dysfunction caused by using external accessories that did not come with the product, and abuse, whether accidental (i.e., dropping, exposing to excess weather, using caustic cleaners that damage the finish) or intentional (i.e., excessive over-filling, exceeding weight limits). Basically, if it breaks within the scope of perfectly normal operation, we'll replace it. If it breaks because you broke it or asked it to do something it is not supposed to do, we may not. This warranty also excludes serial replacements, i.e., replacing the same purchased item multiple times or replacing a bunch of different items for the same person, as such a need indicates likely product mishandling and so voids the warranty.

After a Warranty Expires

Household Essentials treats its products and consumers with sense. If you have problems after your warranty has expired, please contact Household Essentials. We may still be able to help. However, please use this invitation with good sense: No product lasts forever; weather wears things down faster still; and what we consider normal-use and what you consider normal-use may be different.

WARRANTIES for BRAND PARTNERS

EKO Step and Sensor Bin Warranty

EKO warrants its products to be free from material or manufacturing defect the term specified on the product's packaging (usually 3 or 5 years) or for 1 year if the term is not otherwise specified. If your product breaks or otherwise becomes defective within the term of the warranty, please contact Household Essentials with your proof of purchase. This warranty excludes damages and breakage caused by intentional AND/OR accidental mishandling, improper washing, using caustic cleaners, using product for other than its intended purpose; modifying the product or accessories in any way; discoloration to plastic or metal parts do to food staining or exposure to elements; batteries, etc.

Leifheit Warranties

See product packaging for product-specific warranty term.

Leifheit warrants its products to be free from material or manufacturing defect for the term specified on the product's packaging (usually 3 or 5 years) from the date of purchase. If your product breaks or otherwise becomes defective within the term of the warranty, please contact Household Essentials with your proof of purchase. Exclusions to this warranty include, but are not limited to, damages and breakage caused by mishandling, improper washing, caustic cleaners, using product for other than its intended purpose; discoloration to plastic parts do to food staining; dulling of cutting blades due to use; batteries, etc.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE HOUSEHOLD ESSENTIALS SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH householdessential.com ARE PROVIDED BY HOUSEHOLD ESSENTIALS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. HOUSEHOLD ESSENTIALS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE HOUSEHOLD ESSENTIALS SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH householdessential.com, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE HOUSEHOLD ESSENTIALS SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, HOUSEHOLD ESSENTIALS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOUSEHOLD ESSENTIALS DOES NOT WARRANT THAT THE HOUSEHOLD ESSENTIALS SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HOUSEHOLD ESSENTIALS SERVICES, HOUSEHOLD ESSENTIALS'S SERVERS, OR ELECTRONIC COMMUNICATIONS SENT FROM HOUSEHOLD ESSENTIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HOUSEHOLD ESSENTIALS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY HOUSEHOLD ESSENTIALS SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY HOUSEHOLD ESSENTIALS SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on this site. These policies also govern your use of Household Essentials Services. We reserve the right to make changes to our site, policies, Service Terms, and these Terms and Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

Household Essentials, LLC
5895 North Lindbergh Blvd.
Hazelwood, MO 63042

CUSTOMER SERVICE

1-800-922-5524 | info@householdessential.com