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STONEWARE

4961 12th Street NE, Washington, DC 20017 Phone: (215) 870-3463 | info@carthage.co | http://www.carthage.co

Return Info

- (a) Returns to Retailer. If, for any reason, Retailer accepts a customer return of Ordered Merchandise at a Retailer facility, Retailer will retain the applicable Ordered Merchandise and shall be entitled to receive a Return Credit (as defined below). Retailer shall be free to dispose of any Ordered Merchandise that is the subject of a Return Credit in its discretion.
- (b) Returns to Vendor. In order to initiate a return directly to the Vendor, the customer will contact Retailer's customer service to receive return instructions and a shipping label. Vendor shall notify Retailer within two (2) business days of receiving a Customer return or if any shipment of Ordered Merchandise is returned to Vendor due to a customer incorrectly entering the shipping address. Retailer shall then receive a Return Credit for the returned Merchandise minus any items that are returned broken or damaged. Retailer will be responsible for issuing any credits directly to the customer. Retailer will bear the shipping cost for customer returns made directly to the Vendor.
- (c) Return Credit. As used herein, a Return Credit is a charge-back made by the Retailer for any return of Ordered Merchandise which shall equal Retailer's cost of the applicable merchandise. All Return Credits taken by Retailer will be off-set by Retailer against amounts owed by Retailer to Vendor.
- (d) Damaged or Defective Merchandise. In the event Ordered Merchandise is received by a customer as damaged, defective or the wrong item is received by a customer, the customer may contact Retailer's Customer Service department to request replacement Merchandise. A Purchase Order will be sent for the replacement Merchandise and Vendor shall promptly reship the replacement Merchandise to the customer. Upon notification of damages Vendor is responsible for (i) satisfactorily resolving the customer's complaint; and (ii) for the resulting Return Credit related to the damaged, defective or incorrect Merchandise.

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Warranty Info

Vendor Warranties and Covenants. Vendor represents, warrants and covenants that:

- (a) Vendor has complied with Applicable Law including the terms of all promotional and advertising content, if any, furnished by Vendor to Retailer. For purposes of illustration only, Applicable Law includes the Fair Labor Standards Act, Consumer Product Safety Act and the Consumer Product Safety Improvement Act of 2008, Poison Prevention Packaging Act, Radiation Control for Health and Safety Act, Federal Hazardous Substances Act, Food, Drug and Cosmetics Act, Magnuson Moss Warranty Act, Care Labeling Rule, Fair Packaging and Labeling Act, Foreign Corrupt Practices Act, the Federal Trade Commission Act, the Occupational Health and Safety Act, California Proposition 65, the Tariff Act of 1930, the Lacey Act and all like laws, together with all the rules, regulations and guides promulgated together or with respect thereto.
- (b) Production of Merchandise also shall comply with all Applicable Law relating to labor standards, including federal and state regulations governing wage and hours, the use of child and forced labor (including Sections of 6, 7, and 12 of the Fair Labor Standards Act, as amended), and with the regulations and orders of the U.S. Department of Labor (including as have been or may be issued under Section 14 thereof). All contractors and suppliers involved with the production of the Merchandise shall be and remain registered and bonded in accordance with Applicable Law. As to Merchandise manufactured outside of the United States, Vendor shall comply with all applicable laws of the country where said Merchandise were manufactured.
- (c) All Merchandise shall be genuine and authentic in that they shall be manufactured by the legitimate brand owner or licensee. In no event shall any Merchandise be copies or otherwise misbranded items. To the extent that Vendor is a reseller, Vendor hereby represents and warrants that it has all rights necessary to sell the Merchandise to Retailer for resale at retail.
- (d) The Merchandise shall be free from defects in material and workmanship and shall be fit and safe for each of the uses for which normally and reasonably intended.
- (e) The sale of Merchandise identified in the Purchase Order is within the ordinary course of business of the Vendor.