



## PRODUCT, SERVICE & CLAIMS POLICY # 20210930

### Definitions

- **Monarch Specialties** (hereinafter referred to as "**Monarch**")
- **Monarch Customer Service** (hereinafter referred to as "**Customer Service**")
- **Vendor or Retailer** (hereinafter referred to as the "**Reseller**")
- **Consumer** (hereinafter referred to as the "**End User**")

### Product Warranty

1. Monarch offers a 1-year limited warranty on manufacturer defects.
2. Monarch's warranty does not cover a) accidental damage or b) abuse or incorrect use of the product.
3. Monarch does not exchange or refund purchases directly with the End User. Exchange and refund requests by End User shall be made directly with Reseller.

### Lost, Delayed or Damaged Shipments by Seller's Nominated Carrier

4. Orders are to be shipped using Reseller's nominated carrier account and Monarch shall not be responsible for any delays, damages or lost shipments caused by such carrier once goods leave Monarch's warehousing facility.
5. Reseller shall pay for the original purchase order in full to Monarch and any shipping claims must be submitted by Reseller directly to its nominated carrier.
6. Reseller must indicate on the purchase order ("PO") any change in shipping instructions from the initial account set up or shall otherwise be responsible for any associated freight charges.



### **Missing, Damaged, or Defective Parts**

7. Orders for replacement parts can be requested directly to Monarch by End User or Reseller upon providing proof of purchase.
8. Parts deemed missing, damaged, or defective must be reported within 30 days of receipt of goods by End User or Reseller and will be replaced by Monarch at no charge. Requests exceeding the 30-day permitted period will be assessed at the discretion of Customer Service.
9. Parts are shipped via ground standard service and freight charges are paid for by Monarch. While standard delivery typically requires 5-7 business days, Monarch is not liable for certain factors such as carrier delays or shipping location that may affect delivery lead times.
10. Parts can be ordered by providing the item/model# and by referencing the assembly sheet.

Online: [http://www.monarchservice.com/customer\\_service\\_request.asp](http://www.monarchservice.com/customer_service_request.asp)

By email: [customerservice@monarchspect.com](mailto:customerservice@monarchspect.com)

By Telephone: 1-888-511-0784

### **Mis-Shippments**

11. Prior to returning Mis-Shipped merchandise, Reseller must contact Customer Service to obtain a Return Authorization (RA#) and a Call Tag for pick-up arrangements.  
By email: [customerservice@monarchspect.com](mailto:customerservice@monarchspect.com).
12. Return freight charges for Mis-Shippments are paid for by Monarch using it's nominated carrier, subject to Reseller obtaining an RA# from Customer Service. The Return Label provided by Monarch's designated Carrier must be affixed on the return package.
13. A Discount Authorization (D#) may be provided in lieu of an RA#, at Customer Service's discretion.
14. An RA# or D# must be obtained at all times prior to an item being returned, otherwise Monarch reserves the right to deny the deduction or credit.
15. Reseller must include the RA#/D# and/or PO# on the remittance information when applying a payment deduction or provide such details upon request to [receivables@monarchspect.com](mailto:receivables@monarchspect.com). Reseller shall reimburse to Monarch any deductions for which such supporting documentation is not provided within 10 business days from the request date.
16. Monarch will only accept deductions or issue credit notes conditional upon the returned items being received unassembled, in original packaging, and in re-sellable condition ("Sellable") at Monarch's warehouse located in Laval, Quebec within 45 days of issuing an RA#.
17. Reseller shall reimburse to Monarch any deductions for non-Sellable returns or items received later than the allowed 45-day return period from time of RA# issuance.



### **Buyer's Remorse**

18. Monarch will only accept returns associated with Buyer's Remorse within 30 days of receipt of goods by End User or Reseller. Any deductions falling outside the permitted 30-day grace period shall be disputed and claimed back from Reseller, and Monarch will not be responsible for any refunds already provided to the End User by Reseller.
19. All outbound and inbound shipping charges associated with Buyer's Remorse returns are to be paid for by Reseller.
20. To ensure all conditions are met, an RA# must be obtained from Customer Service prior to shipping return items. By email: [customerservice@monarchspect.com](mailto:customerservice@monarchspect.com).
21. Reseller shall instruct End User to include the original Monarch Packing Slip along with the Reseller's return label.
22. An RA# must be obtained at all times prior to an item being returned for Buyer's remorse, otherwise Monarch reserves the right to deny the deduction or credit.
23. Reseller must include the RA# and/or PO# on the remittance information when applying a payment deduction for Buyer's Remorse or provide such details upon request to [receivables@monarchspect.com](mailto:receivables@monarchspect.com).
24. Reseller shall reimburse to Monarch any deductions for which such supporting documentation is not provided within 10 business days from the request date.
25. Monarch will only accept deductions or issue credit notes conditional upon the returned items being received unassembled, in original packaging, and in re-sellable condition ("Sellable") at Monarch's warehouse located in Laval, Quebec within 45 days of issuing an RA#.
26. Reseller shall reimburse to Monarch any deductions for non-Sellable returns or items received later than the allowed 45-day return period from time of RA# issuance.

### **Pricing**

27. Monarch may from time to time and upon written notice to Reseller request changes to the Wholesale Price ("New Pricing") stating an effective date, for which written acceptance from Reseller will be required.
28. Monarch will only accept and process orders reflecting the agreed-upon New Pricing as of the stated effective date.



### **Order Cancellations**

29. Orders transmitted before 7:30am (Mon-Fri) must be cancelled by latest 9:00am same Business day
30. Orders transmitted before 7:30am (Sat-Sun) must be cancelled by latest 9:00am next Business day
31. Orders transmitted after 7:30am (Mon-Sun) must be cancelled by latest 9:00am next Business day
32. All cancellations requests must be communicated to Customer Service.  
By email: [customerservice@monarchspect.com](mailto:customerservice@monarchspect.com).
33. Reseller shall obtain written confirmation of order cancellation by Customer Service via email or Reseller's portal. Deductions for orders cancelled without prior written confirmation from Customer Service shall be denied and reimbursed by Reseller.

### **Credit Notes**

34. Credit notes are only generated by Monarch once a payment deduction has been approved.
35. Requests for credit note copies can be sent to [receivables@monarchspect.com](mailto:receivables@monarchspect.com).

### **Force Majeure**

36. Monarch will not be liable for any delay or failure to perform any order fulfilment obligations or terms under this policy by reasons, events, or other matters beyond our reasonable control, including but not limited to natural disasters, act of God, pandemic, etc.

### **Miscellaneous**

37. This Agreement supersedes, restates, and replaces all prior agreements and communications, oral or written, between Monarch and the undersigned Reseller regarding the subject matter hereof and represents the entire agreement between the undersigned parties with respect to the subject matter hereof.
38. Amendments: Monarch may from time to time update the terms and conditions and policies contained herein for its Resellers, in which case written notice thereof shall be provided to them.
39. Electronically Transmitted Signatures: Electronically transmitted (PDF) signatures may be accepted as original signatures.



*Meubles de Qualité à Prix Abordable - Affordable Quality Home Furniture*

BY ITS AUTHORIZED REPRESENTATIVE'S SIGNATURE BELOW, EACH PARTY ENTERS INTO THIS AGREEMENT AS OF \_\_\_\_\_, 2021.

[\_\_\_\_\_]

*Reseller Name*

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

MONARCH SPECIALTIES, INC.

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_