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## 2018 Terms and Conditions: Effective January 1, 2018

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### **New Accounts**

1. Minimum order: \$300, exclude dropship.
2. Payment Term: In order to set up a 30 days open account, we need a completed New Account/Credit application form to be submitted for credit approval. For prepaid accounts we accept credit card (VISA or MasterCard only).
3. A re-sale tax ID number is required for business shipping to California.

### **Order Processing**

1. Send orders via email to: [orders@shineco.com](mailto:orders@shineco.com) or by faxing to 1-888-761-8088.
2. Price is FOB Chino, CA. Upon receipt of order, Shine will ship it within 2-3 business days. An invoice will be emailed within 1-2 business days. However, if an item is out of stock, Shine will advise within 1-2 business days with an expected date to fill order.
3. All dropship orders shipped to California addresses are subject to California sales tax. This applicable sales tax will be billed onto each invoice appropriately. The sales tax will not be billed onto the invoice if: your company will be reporting these taxes directly to the BOE and/or your company holds a valid California sellers permit:
  - a. If you have any questions, please refer to *CA Publication 121* or visit:
    - i. <http://www.boe.ca.gov/formspubs/pub121/index.html>
4. Orders will ship via FedEx or the freight carrier of your choice. If shipping third party, please provide us with the carrier account number on each order. If shipping under Shine's FedEx, shipping costs will be prepaid by Shine and added to your invoice. A Shine Company packing list will be included with one carton of each "ship-to" order only for stocking/pallet orders. Dropship orders do not include a Shine packing list. If you wish to use your own paperwork, please note and send it with the order.
  - a. Note: Packing slips do not contain any pricing information.
5. To expedite order processing and eliminate delays, please be sure to include complete information regarding:
  - a. Purchase Order information
  - b. Ship-to date and specific shipping instructions for example: with or without lift gate service
  - c. Our complete item number
  - d. Color selection
  - e. Quantity
  - f. Correct shipping information/Billing and shipping address (if different)
  - g. Special instructions
    - i. There will be an address correction fee assessed from FedEx/UPS (**\$13+**) to reroute or make any changes to the shipping address on each package for any reason after it has already been shipped. Shine will invoice these fees accordingly.

### **Cancellation Requests**

Orders processed and shipped cannot be cancelled without incurring a restocking fee. A restocking fee of 20% plus the shipping cost for the refused/returned shipment. Cancellation requests must be sent and confirmed by Shine via email. Cancellations are not valid until confirmed by Shine.

All cancellation requests must be sent to [customerservice@shineco.com](mailto:customerservice@shineco.com)

## **Policy on Returns and Allowances**

In granting returns, the following points will be considered:

1. Our cedar wood and hardwood are kiln dried before they are made into furniture for outdoor use. The drying must be controlled to prevent damage to the wood. It should be understood by the Dealer and end user that it is natural material to crack, weather check, and slight color change are to be expected. These factors alone do not constitute a reason to reject the product or accrue an allowance, because they do not affect the structural integrity of the furniture.
2. No returns will be accepted on assembled merchandise. All authorized returns must be shipped to Shine Company, in its original box and all the packaging materials. If the box was opened, the customer must repack the product the same way it was received to avoid damage during transit. Freight charges to return unwanted items are the responsibility of the customer.

Please request a Return Merchandise Authorization (RMA) number and briefly state the reason for return to [customerservice@shineco.com](mailto:customerservice@shineco.com). If a product is returned without prior authorization from Shine, additional charges may occur and be deducted from credit. (RMA number must be clearly marked on the outside of the box when it is returned to Shine Company).

Items returned which are deemed to be resellable will be credited to the customer's account, less a 20% restocking fee and any shipping and transportation costs.

**Our Return policy is 30 days from shipped date.**

## **Damage Claims**

Damages and shortages must be identified upon product delivery and noted on the Bill of Lading. Shortages are determined by comparing the packing slip with the actual product delivered. It is the dealer's responsibility to observe and inspect damages of any kind at the time of delivery. It should be noted on the Delivery Receipt even if it does not lead to a claim. Both the freight carrier and the customer must sign the Delivery Receipt, indicating the product damage and/or shortage. Notify [customerservice@shineco.com](mailto:customerservice@shineco.com) and fax delivery receipt to 1-888-761-8088 to ensure proper handling of the freight claim and the replacement of the product. **Notifications reported more than 10 days after the delivery date may not be honored by the freight carrier.**

Shine Company will not be held responsible for damages/shortages that are not noted on the Delivery Receipt.

All damage claim requests must include the following information:

1. Shine sales order number, your purchase order number, the purchase order date, the customer's name, and the nature of the damage.
2. Pictures of the product and the box it arrived in.

The freight carrier is responsible for all shipping damages. Freight claims will be the responsibility of the billed-to account. No exchanges or returns will be authorized on freight damaged items unless the product shipped under a Shine account.

Claims on damaged items must be sent to [customerservice@shineco.com](mailto:customerservice@shineco.com).

## **Chargebacks**

For any deductions of any unauthorized chargebacks via any form of payment, either by check, ACH payment, or wire transfer, please email to [accounting@shineco.com](mailto:accounting@shineco.com) within 10 days prior to doing so.

### **Refund Policy**

No credits will be issued on incorrect sales price. No refund check will be issued on sale items.

### **Cleaning/Maintenance – Wood**

Dust with a soft cloth. Clean with water and a soft brush, and let air dry. As with all wood products, your furniture will need occasional care to keep it looking new, and to prevent premature weathering and deterioration.

### **1 Year Limited Warranty – Wood**

Shine Company warranties to the original purchaser for a period of one year of residential and commercial use starting from the date of purchase. This warranty covers any defects in the manufacturing and workmanship of the furniture components.

Specifically excluded from this warranty, Shine Company shall not be liable for neglect of necessary care; improper assembly or handling of products, abnormal use of products, the application of paint, varnish, or other chemical coating, abuse of hardware caused defects by their assembly, unexpected acts of nature (fire, flood, lightning, ice, earthquake, acts of God, hurricanes, tornadoes, tropical storms, and any damage caused by wind over which Shine Company has no control). This warranty specifically excludes coverage for fading, color change or color match on any group settings due to environmental condition. The warranty does not cover wear and tear effects on the furniture under normal use.

The original purchaser is responsible for providing proof of purchase and a written description of the defect. Three possible solutions are (1) replacement of the defective merchandise, (2) replacement of defective component, or (3) authorization repairs by a third party. If the product is not returned within 30 days of shipped date, the customer is responsible for all shipping and transportation costs associated with their claim.

### **Disclaimer**

Our quality cedar wood is kiln dried before they are made into furniture for outdoor use. Cedar's natural resistance to moisture, decay, and insect damage make it the ultimate choice for interior or exterior use.

We use polyurethane outdoor paint for our cedar wood furniture. However, like all paints, natural weathering and cracking is to be expected. These factors do not constitute a reason to reject the product because it does not affect the structural integrity of the furniture. When properly maintained and finished, cedar will supply you its splendor and beauty for many decades.

All products are subject to slight variations in color, shape or size due to manufacturing process.

Shine company, Inc. cannot be held responsible or liable for any inconvenience, damage, loss or injury due to possession, use or misuse of our products. Customers are solely responsible for ensuring the safety of any person or persons utilizing the furniture regardless of age while using, storing, holding, or owning our products.

Shine Company, Inc. reserves the right to change or modify Terms and Conditions at any time without notice.

These Terms and Conditions as written on January 1, 2018, supersede all previous Policies and Procedures.

***Shine Company appreciates your business and continued support.***