



TERMS & CONDITIONS

Initial Orders: Orders must be paid for by COD Cash or by credit card. We accept Visa, MasterCard or American Express. Subsequent orders may qualify for Net-30 Terms with credit approval. In order to eliminate credit card fraud and for the protection of our customers, credit card billing information must match the shipping address for first orders.

Overdue Payments: A 1.5% monthly finance charge (18% per annum) applies to overdue accounts. Customers not settling within stated terms agree to pay all collection costs including reasonable attorney's fees and interest at the highest legal rate. Customer's obligation cannot be assigned or transferred without the prior acknowledgement and approval of Har-Man Importing Corp. Har-Man Importing maintains the right to not ship orders to past-due accounts. After 90 days, it is Har-Man Importing policy to send any past due accounts to a collections agency, unless a payment schedule has been agreed upon by both parties.

Returned Checks: A \$25.00 fee applies to all returned checks.

Wire Transfers: Customers paying by wire transfer are responsible for any transaction fees imposed by their bank and therefore, an additional charge in the amount of said transaction fee will be incurred by the customer.

Shipping: All orders are shipped UPS Ground unless otherwise explicitly stated by the customer. Customer is responsible for all shipping charges. Furthermore, for all international shipping the customer is responsible for all duties and taxes associated with the shipment. If a Fed-Ex, UPS or DHL account number is given by a customer to ship their order on, and once shipped we are advised that the account number is invalid or un-billable, the customer is responsible for all shipping charges, plus an additional \$20.00 service & re-processing fee.

Refused Orders: All refused orders are subject to a 20% restocking fee plus the cost of shipping both ways.

Returns: All returns must be made within 30 days of merchandise purchase. All returns are subject to a 20% restocking fee and are for in-house credit only. Credits are valid for 1 year from the date that they are issued and must be used within this time or they will be forfeited. There will be no cash refunds. All returned merchandise must be in its original packaging, original condition and undamaged. There are no returns on matted, custom cut items (such as rhinestone banding), or special ordered items (such as Swarovski® crystal mesh or transfers).

Har-Man Importing Corp. will not accept unauthorized returns. Please call our office before returning any merchandise. All returns must be accompanied by a note with the following information: Return Authorization Number, Itemized list of merchandise returning and Reason for return. Har-Man Importing Corp. reserves the right to refuse a return if the returned merchandise is not deemed to be in original condition and in its original packaging, or if any of the above criteria are not met.

Damages and Order Discrepancies: (not covered by freight claims) must be reported to Har-Man Importing Corp. in writing within 5 days of receipt of merchandise; claims are invalid if submitted beyond 5 days from receipt of goods.

Liability Disclaimer: In no event will Har-Man Importing Corp. be liable to the customer for lost contracts or any special, indirect, incidental, or consequential damages in any way arising out of the use or inability to use the goods, nonconformance of the goods or the shipment, delay or any other alleged breach, however caused, under a claim of any type or nature, based on any theory of liability (including contract, tort or warranty), even if the possibility of such damages has been communicated to Har-Man Importing Corp.

Product Specification may change subject to availability, and prices may change without notice. Please call to verify product information before placing your order. Har-Man Importing Corp. is not responsible for color variations in glass beads or stones. In production, slight color variations are inevitable due to a number of environmental factors that cannot be controlled.

Modification to these Terms & Conditions and the Invoice may be made only as authorized herein or by writing signed by the party against whom enforcement of any change, extension, waiver or discharge is sought.

Severability: If any provision of the Terms & Conditions or the Invoice is determined to be invalid or unenforceable, the other provisions shall remain enforceable and the offending provision shall be enforceable to the extent that the scope of that provision can be reduced to make it reasonable and valid.