# Lotioncrafter

48 Hope Ln

Eastsound, WA 98245

Tel: 360-376-8008

November 12, 2021

### **Terms and Conditions**

### **Customer Accounts**

You don't have to create an account to use our site, however we welcome you to <u>register</u> as it gives you the ability to access your order history, order tracking and earn rewards points.

# **Payment Types**

All orders must be prepaid by credit card, PayPal, wire transfer or ACH (domestic orders only).

**PayPal e-checks:** Orders paid via PayPal e-checks will be held until PayPal advises your funds have been received. This can take 4-6 business days or longer, depending on your bank (international orders take 10 business days to be credited by PayPal!). We reserve the right to cancel orders shipped to unverified PayPal accounts or those shipped to a third party.

**Wire Transfer:** There is a \$35.00 USD Wire Transfer Fee that is added to the final total of your invoice. Wire Transfer information is transmitted to you via email once your order is placed. Wire Transfer or other orders not paid for within 10 days will be canceled from our system.

### **Domestic Order Turnaround**

Lotioncrafter is located on Orcas Island in the beautiful San Juan Islands of Washington State. Our business operates Monday-Friday, excluding posted holidays. If your shipment is urgent, and you're choosing an expedited service (UPS Next Day Air, etc.), please contact <a href="support">support</a> for specific shipping assistance. Our typical order turnaround is 1-3 business days.

Note: <u>Choosing an expedited shipping method does not expedite processing time.</u> <u>Shipments are processed in order as received.</u>

# **Cancellations/Changes/Abandoned Shipments**

You may cancel or change your order within 12 hours of placing or until your order has been fulfilled by our shipping department, whichever occurs first. Domestic orders canceled after shipping, but prior to delivery, will incur a 10% restocking fee, plus the cost of shipping and return. Please see information regarding cancellations of international orders below.

### Non-deliverable/Refused/Courier Returned Domestic Shipments

Should a package be returned to us due to being unclaimed, refused, or an incorrect address, we will refund the cost of goods, less the return shipping and our 10% restock fee. Note: UPS return shipping is often higher than the original shipping charge.

We are not responsible for refused items that are lost in transit in the course of being returned to us.

### **International Orders**

We do ship internationally to select countries utilizing UPS and USPS International Mail.

**APO or FPO Addresses:** Shipments to APO or FPO addresses will be sent USPS Priority Mail or Express Mail only.

Declarations: Please do not ask us to declare your merchandise as Used Goods, Gifts or Samples, or to under declare its value. We are required to include commercial invoices on all shipments and we do so without exception. Note, due to the need to prepare customs paperwork on international orders, they may be subject to up to 3 business days in-house processing.

Customs: International shipments must clear customs in their destination countries. International customers are responsible for any and all customs duties, taxes and brokerage fees that their package may incur. UPS charges for customs clearance are substantially higher than shipments sent via international mail. We are not able to determine the amount of these fees before shipping to you. Please contact UPS in your country for estimates prior to ordering as UPS will not deliver your order unless these fees are paid in full. Any order returned to us due to non-payment of brokerage and customs fees will be subject to our international cancellation fee, original shipping charge and the return shipping fees charged by the carrier. Please be sure of your country's import restrictions and requirements prior to ordering. Any order returned to us due to your country's import restrictions or regulations will be subject to our international order cancellation fee, original shipping charge and the return shipping fees charged by the carrier for reentry into the United States and return to us.

**Lost, Cancelled or Unclaimed International Orders:** Please track your mail shipments and contact your local post office if your package appears to be in-country, but not delivered to you. Contact Lotioncrafter to initiate a trace if need be. International orders canceled (or abandoned at customs) after shipping will incur a 25% restocking fee, plus the cost of shipping and return as these orders can take up to 6 months to be returned to us and must be discarded on return.

### **Freight Forwarding:**

If using a freight forwarder, Lotioncrafter's liability ends when the order is delivered to the shipping address on your order. We are not responsible for damages/lost shipments shipped from the forwarder to you. Should there be a missing/incorrect/leaking item upon receipt to the forwarder, we will issue a credit or a replacement to the shipping address on the order at our discretion.

Please be aware of your country's import restrictions and the forwarder's shipping restrictions.

We are not responsible for items refused by the forwarder or your country.

Please do your research and be aware of any restrictions prior to ordering. We recommend ordering International Documentation to accompany shipments.

If refused by the forwarder, we must be contacted within **5 days** of delivery to authorize a return. After that time, or if the order has been forwarded on, the sale is considered final and no returns can be made. Items returned without approval will not be accepted or refunded. Returned items must be shipped prepaid at your expense via a trackable method of shipment. More information can be found under Returns in our Policies.

#### Sales Tax

Beginning October 1, 2019, orders shipped to the following states will be charged sales tax UNLESS we have your tax exemption on file: Arizona\*, Arkansas\*, California, Colorado, Florida\*, Georgia, Hawaii\*, Illinois, Indiana, Kentucky\*, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, North Carolina, Ohio, Pennsylvania, Utah, Vermont\*, Virginia, Washington, and Wisconsin. If you are tax exempt, please email or fax this form to us. Once received, your account will be set up as "tax exempt" in our system and future orders using your account will not be taxed. While anonymous check out is available, tax exempt customers must log into their accounts to avoid paying Sales Tax on their orders.

\*These states will be charged sales tax effective November 12, 2021

# **Shipping & Insurance**

Lotioncrafter will ship orders inside the continental U.S. using UPS and USPS Mail services. All orders are insured without exception. In the event of loss or damage, your order will be replaced once the insurance claim has been processed.

**Priority Mail Express:** This is a <u>guaranteed TWO DAY</u> service from our facility due to our location. It is not available through our website, but you may call us immediately after placing your order to upgrade from Priority Mail and we will bill you for the difference. Please plan accordingly.

**UPS Ground:** Ground shipping takes 2 to 6 business days to deliver in the US, depending on your distance from our warehouse in the Pacific Northwest. This excludes the day of shipment, weekends and holidays. You can **see the UPS Ground Transit Time Map here** to determine how long your order will take to reach you.

Priority Mail: This service generally takes 2 to 3 days, excluding the day of shipment, Sundays and holidays. Please note that the US Post Office may indicate that a service is a 1-Day, 2-Day, or 3-Day Priority Mail shipment in the cart, but this is NOT a guaranteed service, just a typical delivery time. Only Priority Mail Express offers a guaranteed 2-Day service from the Pacific Northwest.

**COD** or **UPS** Collect and **Private Accounts:** We don't ship COD, nor do we ship UPS collect or charge private UPS accounts. Our shopping cart has been set up to accurately determine your shipping charges using our discounted real-time shipping rates provided by USPS and UPS.

**Incorrect Address on Order:** If you supply us with an incorrect address, we will need to charge you any additional shipping charges that occur for correcting the address, intercepting the package, or reshipping your package. The Post Office requires that postage be paid again to reship a package and UPS charges \$17.60 for delivery intercepts/address corrections.

**Lost Domestic Shipments:** We privately insure all shipments to allow any package lost or damaged during shipment to be processed quickly.

**Lost or International Shipments:** Shipments are insured through our private insurance carrier. If your shipment is lost or damaged, we will ship a replacement to you; however we cannot be responsible for any customs or duties fees acquired through replacement.

### Package Tracking Marked Delivered, But Not Received

**USPS:** USPS packages are often marked as delivered prior to the customer receiving. Due to this nature, we advise confirming the provided delivery tracking information with your local post office. In *most* cases, packages end up being delivered shortly after the delivery date. If you have not received the package as marked delivered within 7 days of noted delivery day, please contact us, so we may provide assistance.

**UPS:** If your UPS package tracking is marked delivered and has not been received or is marked as lost in transit, please <u>contact us</u> so we may begin a trace. A UPS trace can take anywhere from 1-8 business days.

### Returns

We ask that you inspect items in your order upon receipt and notify Lotioncrafter of any unsatisfactory product within 3 days of receipt. Durable goods that are not opened and are in salable condition may be returned. If a raw material has not been opened, all seals are intact, and it is in salable condition, we will accept it as a return provided we are contacted within 3 days of the customer's receipt. Defective or damaged merchandise will be replaced or refunded by Lotioncrafter or the manufacturer, depending on the warranty. Returned items will incur a 10% restocking fee for domestic orders and a 25% restocking fee on international orders, which will be deducted from your refund. Original and return shipping charges are not refundable.

To return items, please call or email us at support@lotioncrafter.com within 3 days of delivery for a return authorization number and return instructions. We will not be responsible for items returned without authorization and items returned without authorization will be refused.

We will not be responsible for returned items lost in transit. Authorization numbers should be posted on the outside of the package, near the return address. Return items within 7 business days of an RMA being issued or after that time the product will no longer be accepted and sale is considered final.

**Digital Downloads:** If you are ordering products to be delivered via digital download, once your order has been marked as Complete and the digital download link has been generated and emailed to you, there will be no refunds issued (this includes digital books and our HLB program).

**Incorrect, Defective or Missing Products:** In the event we make an error, we will gladly authorize the return of incorrect or defective merchandise and pay for the return shipping costs on domestic orders. Should we omit an item on domestic orders, we will ship it to you on notification of the shortage, provided you contact us within 7 days of delivery. Please retain boxes and packing material until after you have spoken with Lotioncrafter staff. On orders shipped internationally, we may, at our discretion, issue a refund for the defective or shorted merchandise or ship the correct product.

# **Damage Claims**

Please inspect all packages at time of delivery and, if damaged, contact us immediately for instruction. Note on the UPS driver's delivery receipt when you sign for it, contact UPS by phone (1-800-PICKUPS) to report it directly to them, and then contact us so we may process your claim. If you notice any damaged items upon unpacking your order, leave the box and contents as is, save all of the packing material and contact us for instructions on how to process your claim before disposing of any contents. In the unlikely event of a container leaking, *leaked* contents will be replaced or a credit issued at our discretion. All damaged, defective or missing item claims must be reported to Lotioncrafter within 7 days of acceptance of package. After that time, the customer accepts responsibility and will not hold Lotioncrafter liable.

# **Limitation of Warranties; Defects**

Lotioncrafter warrants that goods will conform to their description on your order. This warranty is exclusive. We exclude and disclaim all other warranties related to the goods, their use or failure, including, but not limited to, express warranties and implied warranties of merchantability, fitness for a particular purpose and non-infringement of any intellectual property right. Lotioncrafter shall not be liable for any special, indirect, incidental or consequential damages, including, without limitation, lost profits or injury to business reputation or goodwill, that are caused by, that relate to, or that arise out of any of the goods, their use or failure. If any goods are defective, then your exclusive remedy as a customer shall be (a) Lotioncrafter's replacement of the goods for no extra charge; or (b) a credit against your outstanding account with Lotioncrafter, if any. In no event shall Lotioncrafter's liability for defective goods exceed the price of the goods.

If you believe any goods are defective or nonconforming, you must give Lotioncrafter prompt written notice of the alleged defect or nonconformity (not later than 10 days after becoming aware of the defect or nonconformity) and at Lotioncrafter's election either return the goods to Lotioncrafter (at Lotioncrafter's expense), make the goods available for inspection by Lotioncrafter or its agents at your place of business or destroy the goods (before or after the date of any inspection). Lotioncrafter shall not be responsible for any defect or nonconformity in the goods that are created after the goods are shipped from Lotioncrafter.

### **Disclaimer**

We do our best to offer you only the highest quality ingredients available. We cannot guarantee that any ingredient will be consistent in appearance, color or odor from one batch to another, as this may be within the manufacturer's specifications for a particular product. Please request a specification sheet for a product when not available on the product page.

Although Lotioncrafter tries to be as accurate as possible when describing ingredients and supplies, we cannot guarantee the accuracy or completeness of the information that is provided via our website, telephone conversations or email correspondence. It is up to the customer to adequately research the appropriate use and safety information for each item, including any governmental regulations in place for proper usage, labeling and sale.

The contents of our website have not been evaluated by the FDA. Information contained herein is not intended to diagnose, treat, cure or prevent any disease.

By purchasing and using ingredients and products sold by Lotioncrafter, you agree that you are knowledgeable about the safe, appropriate use and storage of these ingredients and products. You agree that you will not hold Lotioncrafter liable for any problems that arise from your storage and use of the ingredients or products. You will assume all product liability for the final products and creations you make using ingredients purchased through Lotioncrafter.

We reserve the right to refuse service to anyone.

# **Privacy**

Lotioncrafter will not share any customer's personal information in any way with any third party. Lotioncrafter does not store any payment information on our site or within customer accounts. Our full Privacy Policy section can be found by clicking <a href="https://example.com/html/>here">here</a>.