

SHIPMENT | RETURN POLICY

Will Call

Luwa Distributing, Inc. (“Luwa”) delivers all goods in good condition. All will-call/stock items are the responsibility of the dealer immediately upon signing for the goods at Luwa’s facility.

Delivery

Unless expressly specified otherwise in the relevant Luwa Purchase Order Confirmation, all shipments of goods sold hereunder are sold F.O.B. source. Goods stocked by Luwa are sold F.O.B. Luwa's facility. Goods not stocked by Luwa are sold F.O.B. shipping point of Luwa’s vendor. **Upon delivery of merchandise, purchaser must carefully inspect all goods for shortages and/or freight damages.** After delivery, all risk of loss passes to purchaser, with the sole exception of concealed damage Luwa is notified of within 5 days of delivery.

Visible Damage

If merchandise is delivered in a visibly damaged condition, delivery must be **REFUSED**. If goods are shipped FOB destination, any damage must be noted on the freight bill. A notice of rejection relating to the visible condition of the merchandise upon delivery must be delivered to Luwa within 1 day of the delivery of the merchandise, and the notice will be handled, in accordance with the following instructions:

1. When merchandise is delivered, purchaser must carefully inspect all goods for damage.
2. Purchaser must make note of any visible damages and **take pictures of goods and packaging.**
3. Purchaser must refuse all damaged products, if the Purchaser does not find the merchandise to be acceptable.
4. Purchaser must contact Luwa immediately at 800.205.6450 and send a new PO and pictures of all damage to orders@luwaluxury.com.
5. If accepted, a Return Authorization (“RA”) will be issued by Luwa once pictures and the new PO have been received. A credit for returned merchandise, including only non-shipping fees, will be issued by Luwa upon receipt and inspection of merchandise.
6. NOTE: All returns for visible damage will incur restocking charges as described below.

If, within 1 day of delivery, Luwa has not receive a notice of rejection, any merchandise delivered shall be deemed to be accepted as to its visible condition.

Concealed Damage

Concealed damage must be reported to Luwa within 5 days of delivery for an RA number to be issued. Any merchandise delivered shall be deemed to be accepted by the purchaser as conforming with the applicable purchase order in all respects if, within 5 days of delivery, Luwa has not received a notice of rejection. The remedy for a rejection of merchandise shall be replacement or a refund for all non-shipping fees paid by the purchaser for such merchandise, in Luwa's sole discretion. All returns requested on the basis of concealed damage to merchandise must be made, and the damage report will be handled, in accordance with the following instructions:

1. Concealed damage must be reported by purchaser to Luwa within 5 days of delivery for an RA number to be issued.
2. Purchaser must make notations of the damage and take pictures of the product and packaging. If the packaging is visibly damaged in any way, a concealed damage return will not be considered.
3. Purchaser must re-box the merchandise for shipping, using the original packaging materials.
4. Purchaser must contact Luwa to arrange for an RA and must provide pictures of concealed damage and packaging.
6. If Luwa issues the RA, Purchaser must write the Luwa RA # on the shipping label.
7. A credit will be issued to Purchaser by Luwa for returned merchandise upon acceptance of the RA and receipt of the merchandise.

For all FOB source shipments, Luwa assumes no liability for freight damaged items transported by any freight carrier other than Luwa's own delivery vehicle. All inspections must occur at point of delivery.

Custom Orders

All custom or special order merchandise is non-returnable under any circumstances.

New and Unused Merchandise

Subject to restocking charges as described below, Luwa may, in its sole discretion, accept the return of new and unused merchandise.

Return Procedure for New and Unused Merchandise:

1. Email [Returns@luwaluxury.com](mailto>Returns@luwaluxury.com) if you wish to return new and unused merchandise and our Returns Department will respond with your instructions within 2 business days. Follow the instructions & return.
2. Keep new merchandise in its original condition. This includes: packaging, documentation, warranty cards, manuals and accessories. **Do not cover the original manufacture branding/labeling on the box.**

3. Write the Luwa RA # on the shipping label. **DO NOT HANDWRITE ON BOX, this will not be accepted for return. Dealer is responsible for any return freight.**
4. Upon receipt of the merchandise Luwa will inspect the product and, if it is deemed acceptable in Luwa's sole discretion, issue credit to the account. **Original freight charge will not be credited.**

Restocking Charges

When goods may be returned as provided above, restocking charges will apply. Restocking Charges are calculated on the invoice price as of the date of delivery, based on the following:

Restocking Charge Percentage

Essential Requirements

For Will Call/Stock Goods (non-stock and custom items excluded)

5% restocking charge.

Must be returned within 30 days of date of invoice.
Must be in original packaging. No exceptions.

For Goods Not Stocked by Luwa (custom items excluded)

25% restocking charge

Must be returned within 30 days of date of invoice.
Must be in original packaging. No exceptions.

Products deemed used by Luwa (including display items) are not available for return.

No returns will be accepted 30 days after invoicing.

All issued RA's will expire 30 days from the date of approval.

Merchandise | Products will not be returned once an RA is closed.

Dealer Signature

Date

Territory Manager

Date

GSB:9038298.5