

AMERICAN HERITAGE TEXTILES (AHT) TERMS & CONDITIONS

effective 7/1/2021

NEW ACCOUNTS:

All new accounts must complete a New Account Request form. New accounts are subject to territory approval. AHT reserves the right to decline any new account at its sole discretion. The new account approval process takes approximately 2 to 3 weeks. Opening orders must be prepaid by credit card.

MINIMUM ORDER:

Initial opening order must be at least \$300 wholesale, subject to new account approval. Initial orders less than \$300 will be subject to a \$10 fee. Reorders must be a \$50 minimum, or they may not be accepted.

ORDERS:

Orders must be placed with an AHT authorized factory representative; or via mail, fax or email to:

American Heritage Textiles
1315 Cedar Grove Rd
Shepherdsville, KY 40165
Fax: 502-543-4056
Email: orders@amhertex.com

AHT reserves the right to reject any orders based on current credit worthiness and to cancel any orders that have been on credit hold for sixty (60) days or more.

IN HOUSE RUSH:

Rush requests are subject to AHT preapproval and must be received prior to 12:00pm EST. In house rush orders will incur actual shipping charges plus a \$25.00 handling charge.

PRICING:

All invoiced pricing is subject to change.

BILLING:

All shipments will be billed at wholesale prices prevailing at the date of shipment.

STANDARD

PAYMENT TERMS:

Opening orders require credit card payment. Retailer may then apply for net thirty (30) day terms. AHT credit application must be signed by the client when applying for net thirty (30) day terms.

MANNER OF PAYMENT:

Payment of invoices is to be remitted to:

American Heritage Textiles
1315 Cedar Grove Rd
Shepherdsville, KY 40165

Payment will be accepted in the form of: 1) Checks (there will be a \$25.00 service charge on all returned checks) 2) Visa, Master Card, American Express, Discover or PayPal. A 3% fee will be charged to put your Net 30 invoice on a credit card at the end of thirty days.

DEDUCTION FROM PAYMENT:

You shall not be authorized to make any deductions from payment for returned merchandise, shortages, etc., until you receive authorization from AHT.

SHIPPING TERMS:

FOB Shepherdsville, KY 40165. All orders are shipped prepaid with an additional \$6.00 per carton handling charge.

DROP SHIP:

AHT will accept drop ship orders by special contract only. There will be a 10% drop ship charge in addition to regular shipping and handling fees.

SHIPMENT SHORTAGE:

Upon discovery of a shipment shortage call us at 888-810-1003.

MERCHANDISE SHORTAGE:

Upon discovery of a merchandise shortage, the client shall file any claim with AHT within ten (10) days of being invoiced for the merchandise. All claims shall include an invoice number and if such claim is not received within ten (10) days of being invoiced, the claim shall be deemed waived and shall not be honored by AHT.

PRODUCT RETURNS:

All requests for returns must be approved by an authorized factory representative. Returns must be received with the Return Authorization packing list and the RA Number must be clearly marked on all cartons. Returns will be refused if the RA Number is not on the box. Once

authorization for a return has been granted, the return must be shipped freight prepaid within thirty (30) days of the date the return authorization was issued to:

American Heritage Textiles
1315 Cedar Grove Rd
Shepherdsville, KY 40165

RESTOCKING FEE:

AHT will charge a 20% restocking fee on all authorized non-defective returns. Product must be in new condition.

DEFECTIVE RETURNS:

Returns will only be accepted where there is a manufacturing defect. Returns will not be accepted if not notified within thirty (30) days of the receipt of merchandise.

CREDIT FOR

AUTHORIZED RETURNS:

Appropriate credit for returned merchandise will be issued after receipt and inspection of said merchandise. Deductions from payment shall not be made until credit memorandum is received by customer. Handcrafted items may, at times, have minor variations in stitching and/or size. These variations, however, will not affect the use, beauty or durability of the product. Determination whether such merchandise is defective shall be at the sole discretion of AHT. If merchandise received is not in resaleable condition when returned, including all law tags attached, we will notify you in writing and you will have thirty (30) days from notification in which to reclaim your merchandise. It is a federal offense to remove law tags from product.

CUSTOM DESIGNED MERCHANDISE/SPECIAL ORDERS:

AHT can produce custom designed merchandise provided minimum quantities are met. These orders must be received in writing and may require a deposit at the time the order is placed. Once these orders are approved by both parties, they are not subject to change, cancellation, credit or return by the client.

INTERNET POLICY:

In order to protect, maintain and preserve the quality image associated with its brand, AHT has developed the following policy regarding the sale, promotion and display of AHT products, images and graphics on the internet. The use, display, presentation, sale, offer for sale or promotion of any AHT products or reproductions via the internet or any other electronic means including, but not limited to, EBAY.com, without the prior express written consent of AHT is strictly prohibited. The use, display or presentation of the Donna Sharp or Your Lifestyle name (or any reasonable variation thereof), trademarks, trade name, logo or reproduction, copy, facsimile or likeness thereof or any other material proprietary to AHT via the internet or any other electronic means, including, but not limited to, EBAY.com, without the prior express written consent of AHT is strictly prohibited. If you would like to apply for the authority to list AHT products via the internet or any other electronic means, please contact our sales manager.

PROPERTY

OWNERSHIP RIGHTS:

All trademarks, service marks, trade names, logos, banners, graphics, digital images and copyrighted material are the property of AHT and any goodwill associated therewith or inuring therefrom are the exclusive property of AHT. Any merchant purchasing products from AHT agrees that no right or license is granted for any use of such marks or property unless granted in writing by AHT. No such mark or property of AHT may be altered, modified, created or used in derivative form, including misspelling and any such use must be approved in writing by AHT. No mark or property of AHT may be used in any manner which disparages or portrays us in a competitively adverse, negative or poor light and all merchants purchasing products from AHT agrees to cooperate with us and take any reasonable additional actions requested by AHT to effect, perfect, confirm, protect and defend our interest in the marks and property of AHT.

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