



Reseller Application

STANDARD TERMS AND CONDITIONS:

I. PAYMENT TERMS

All prices are in U.S. funds. Touchstone Home Product, Inc's (THP) standard payment terms are payment due upon shipment of order. Payable by credit card, cashier's check, or PayPal. ACH payments are available with the credentials of a guarantor. Credit card payments will be assessed a 2.9% service fee per transaction.

II. DELIVERY

All sales are F.O.B. CIF. All shipments will be made by the method deemed most advantageous by THP. Delivery dates are approximate and subject to delay due to events beyond the reasonable control of THP. THP is **not responsible for insurance if the customer chooses to arrange their own shipping.**

III. TAXES

All prices are exclusive of any present or future sales, revenue, or excise tax, import duty (including brokerage fees), or any other applicable tax. All applicable taxes are the responsibility of the buyer. A valid **Reseller Certificate** and complete **Reseller Application** must be submitted to receive Reseller Price List. THP will notify buyer of any changes in states where THP collects sales tax. After notification any sales taxes incurred in transactions of the buyer are the responsibility of the buyer.

1. Validating resale certificates or tax exemption certificates are the responsibility of THP Home Products. Therefore, acceptance of these documents is the sole discretion of THP.
2. Multijurisdictional resale certificates or uniform sales tax certificate are not acceptable forms of tax exemption status.
3. The Resellers tax status in a particular state or using the term "No Nexus" does not impact exemption, nor does it exempt THP from collecting sales taxes in states where legally required.

IV. CANCELLATIONS & NON-DEFECTIVE RETURNS

VISIBLE SHIPPING DAMAGE MUST BE REPORTED IMMEDIATELY. CONCEALED DAMAGES MUST BE REPORTED WITHIN 14 DAYS OF RECEIVING THE PRODUCT. THP WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES REPORTED AFTER 14 DAYS.

1. RETURN/EXCHANGE POLICY - FIREPLACE UNITS, LIFTS, AND PARTS
 - a. Return Authorizations must be requested within 30 days of delivery. THP will not issue a Return Authorization if the request is received more than 30 days after delivery. Returns/Exchanges received more than 30 days after we have issued you a return authorization will be denied and not refunded.
 - b. You must contact THP for a Return Authorization number (RMA#) by calling our toll-free Customer Service at 800-215-1990. ANY PACKAGES BEING RETURNED MUST HAVE THE RMA# WRITTEN ON THE OUTSIDE OF THE BOX. Returns received without an RMA# will be refused.
 - c. There is a 20% restocking fee on merchandise returned/exchanged for any reason other than a product defect or shipping damage. Any items that are returned without a return authorization will be refused and refund will not be issued.
 - d. While THP includes free shipping on units at no extra charge, the customer is responsible for all shipping costs tied to the return of the fireplace back to THP. The unit must be returned in its original packaging. Returns of units without the original box and foams will be denied.
2. RETURN/EXCHANGE POLICY - TV CABINETS
 - a. Return Authorizations must be requested within 30 days of delivery. THP will not issue a Return Authorization if the request is received more than 30 days after delivery. Returns/Exchanges received more than 30 days after we have issued you a return authorization will be denied and not refunded.
 - b. You must contact THP for a Return Authorization number (RMA#) by calling our toll-free Customer Service at 800-215-1990. ANY PACKAGES BEING RETURNED MUST HAVE THE RMA# WRITTEN ON THE OUTSIDE OF THE BOX. Returns received without an RMA# will be refused. Cabinets not returned in original packaging will not be accepted and customer will be denied refund.

- c. There is a 25% restocking fee on merchandise returned/exchanged for any reason other than a product defect or shipping damage. Any items that are returned without a return authorization will be refused.
- d. While THP includes free shipping, the customer will be responsible for all shipping costs incurred for shipping the cabinet from THP to the customer, as well as the cost of return shipping of the cabinet back to THP in the event of a return or exchange for reasons other than defect or shipping damage.
- e. THP can provide color samples for all our products upon request. If you require a true color match, please request a color sample prior to placing your order. Color matching is not a condition that qualifies for a return under this return policy. No warranty for color matching is expressed or implied.

V. DEFECTIVE MERCHANDISE & WARRANTY POLICY

Contact THP immediately upon discovering merchandise defect to obtain an RMA# (Return Authorization). Please have the following information available: company name, invoice number, model number of the product, date of shipment, overview of the problem.

THP warrants that its products and parts related thereto (Product) shall be free from defects in materials and workmanship and shall be suitable for form, fit and function for the defined periods of time below.

In addition to the limitations set forth above, no warranty shall apply to any Product that has been: (i) modified, altered or adapted; (ii) maltreated or used in a manner other than in accordance with its intended purpose; (iii) repaired by a third party in a manner that fails to meet THP's quality standards; (iv) improperly installed by any party other than THP; (v) relocated, to the extent that the problems with the Product are attributable, in THP's professional opinion, to such relocation; (vi) used directly or indirectly in supporting activities prohibited by the United States; (vii) purchased from any entity other than THP or authorized partners; (viii) affected by normal wear and tear; (ix) damaged by accident, abuse, misuse, flood, fire, earthquake or other external causes; (x) cosmetic damage including, but not limited to, scratches, dents and broken plastic, as applicable; and/or (xi) damaged as a result of shipping, exposure to tobacco smoke/weather, terrorism, acts of God or failure to follow THP's instructions. THP shall not be responsible for any warranties other than those provided herein.

In no event shall THP be liable or responsible for the expense of removal or installation of defective Product, incidental, consequential, or liquidated damages, or for any other direct or indirect damage, loss, cost, expense, or fee.

This warranty does not cover any third-party products or hardware installed into, or attached to, the Product after the date of purchase. Further, if an installation fails or is damaged in a manner that causes damage to the Product, this warranty shall not cover such damage. Repair and/or replacement of any damaged components in these situations shall be subject to additional repair and/or replacement charges.

1. Electric Fireplaces

- a. THP warrants that its electric fireplaces and all mechanical parts related thereto (Product) shall be free from defects in materials and workmanship and shall be suitable for form, fit and function for one year from the date of purchase.
- b. INCLUDED IN STANDARD 1-YEAR WARRANTY VALID FOR 1 YEAR FROM DATE OF PURCHASE (INCLUDED WITH FIREPLACE PURCHASE):
 - i. Replacement of any non-functioning electronic parts
 - ii. Toll free tech support

2. TV Lift Mechanisms

- a. THP warrants that its TV lift mechanisms and all mechanical parts related thereto (Product) shall be free from defects in materials and workmanship and shall be suitable for form, fit and function for one year from the date of purchase.
- b. INCLUDED IN STANDARD 5-YEAR WARRANTY VALID FOR 5 YEARS FROM DATE OF PURCHASE (INCLUDED WITH TV LIFT PURCHASE):
 - i. Replacement of any non-functioning lift parts
 - ii. Toll free tech support

3. TV Lift Cabinets

- a. THP warrants that its TV lift mechanisms and all mechanical parts related thereto (Product) shall be free from defects in materials and workmanship and shall be suitable for form, fit and function for one year from the date of purchase.
- b. INCLUDED IN STANDARD 2-YEAR WARRANTY (INCLUDED WITH CABINET PURCHASE):
 - i. Replacement of any non-functioning electronic parts
 - ii. Replacement of any non-functioning lift parts
 - iii. Toll free tech support
 - iv. Coverage of InfraRed repeaters

VI. SPECIAL ORDERS

1. All sales are final on special order items.

VII. NSF CHECKS AND DELINQUENT ACCOUNTS

A \$30.00 returned check fee will be charged for any checks returned NSF. Future shipments will require prepayment, assuming all previous charges and invoices are settled. All collection costs, including attorney's fees and court costs, will be charged to the Buyer if it is necessary to take legal action to collect. No further orders will be shipped until restitution is made. The laws of the State of Pennsylvania shall be applicable to all actions arising under this and any other agreement between the Applicant and the Seller. All accounts shall be due and payable in Exton, PA. In the event of litigation, venue shall be the County of Chester, State of Pennsylvania.

VIII. ENFORCEMENT

Failure by THP to enforce any Terms and Conditions does not constitute a waiver of any portion of Terms and Conditions.

IX. RESELLER REQUIREMENTS & MINIMUM ADVERTISED PRICE POLICY

Resellers will be required to maintain a minimum number of orders and/or a minimum sales total, per quarter, to maintain their status as an authorized THP reseller. Requirements will be determined by THP and will be communicated to resellers in a timely manner.

To preserve its reputation for providing customer with high value products and strong after-sales support, THP has a policy of minimum advertised price (MAP) standards and Reseller requirements for THP products. The policy is as follows:

1. THP publishes a Minimum Advertised Price on its Eseller price list.
2. MAP pricing applies to all advertisements of THP products listed in all media.
3. This policy does not apply to any in-store advertising.
4. If pricing is displayed, any strike-through, alteration or use of "click here for your price" or "add to basket to see price" or "we will match any price" model that offers a price lower than MAP is prohibited.
5. Pricing displayed on shopping ads within search engines cannot contain a coupon code or altered price that shows a price lower than MAP. This applies to Google Ads and social media ads.
6. Discounts added at checkout to an entire order based on a customer's purchasing history is not a violation of this MAP policy.
7. Inclusion into advertising of free or discounted products with a product covered by this MAP policy is considered a violation of this policy.
8. This policy applies to advertised prices and does not apply to the price at which the THP product is sold or offered for sale to and individual consumer over the telephone or in a retail physical location.



9. Internet auctions are prohibited.
10. On occasion, THP may choose to offer special promotions on certain products. In such an event, THP reserves the right to modify or suspend this MAP policy in whole or in part.
11. Intentional and/or repeated failure to abide by the MAP policy will result in actions unilaterally imposed and determined by THP. THP need not provide prior warnings or notice before acting.
12. Resellers have 30 days from the day a pricing update is released to update any changes to their listings.

X. AMAZON SALES

THP prohibits the sales of its products on Amazon platforms, including but not limited to [amazon.com](https://www.amazon.com), [amazon.ca](https://www.amazon.ca), [amazon.com.mx](https://www.amazon.com.mx). Intentional and/or repeated failure to abide by the Amazon policy will result in actions unilaterally imposed and determined by THP. THP need not provide prior warnings or notice before acting.

XI. AGREEMENT TO TERMS AND CONDITIONS

This certificate is given with full knowledge of and subject to the legally proscribed penalties for fraud and evasion. I hereby certify that I have read, understood, and will abide by the Reseller Agreement as stated herein.

- Not all products listed on the THP website are eligible for resale by reseller. Products eligible for resale by resellers are listed on the current price list and can also be found in the inventory list provided on the reseller portal.