

## TERMS AND CONDITIONS

JD STARON, LLC

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### DISCLAIMER

By accessing or using the website, accepting any product information, including price, quality information, timeline, etc., via email, phone, or in any other manner, and placing an order with JD Staron, either directly or indirectly, you agree to the terms and conditions. If you have any hesitations or questions regarding anything listed on this website, we encourage you to reach out to us before placing the order.

### RETURNS AND EXCHANGES

**In-Stock Rugs:** In-Stock rugs can be returned to us within 14 days of receiving a refund or credit. The refund will be equal to the price of the rug minus a 15% restocking fee. Shipping, handling, and insurance charges are not refundable. The customer must return the rug in perfect, unused condition. The customer is responsible for shipping the rug back and must ensure it is packed, backed, and returned undamaged.

Made-to-order/custom or cut-to-order rugs and carpets (special orders): We cannot cancel, refund, or exchange special orders unless they have verified manufacturing defects. All special orders are considered final. Once an order is placed, the customer is responsible for 100% of the invoice value.

Please note that lead times are estimates only. While we work very closely with our manufacturers and do our best to estimate production times due to factors beyond our control, such as weather, natural disasters, sicknesses, labor shortages, and manufacturing delays, as well as shipping and freight delays. We do not guarantee lead times.

**Broadloom Orders:** Broadloom cut orders are considered special orders. No warranties or claims will be accepted on broadloom carpets once they are cut or installed. No installation performed by a company other than JD Staron, LLC is guaranteed in any way.

## MANUFACTURING VARIATIONS

Because of the nature of fibers and weaving and dyeing techniques, no two rugs are exactly the same, and each is subject to variations, included but not limited to

- **Size:** The size of the final product can vary by +/- 5%.
- **Color:** While all efforts are made to ensure color consistency, each dye lot and yarn batch takes color differently, and some variation is expected.
- **Fading:** Placing rugs in direct and continuous sunlight will cause them to fade. Rotate your rug to minimize damage caused by natural light.
- **Design & Construction:** Minor variations may be evident, variations may be evident because the product is made from fibers that vary in spin and thickness, thickness, and since most of our products are handmade, we cannot guarantee the exactness of the weaving technique.
- **Shading:** Due to changes in the pile and weave direction, shading may occur and is a natural characteristic of carpets and rugs.
- **Shedding:** Our handmade rugs are made from all-natural fibers. Natural fiber rugs will shed and lose fibers; this is a normal process. The removal of any loose fibers will be hastened by regular vacuuming using a good quality upright vacuum cleaner.
- **Pilling:** Pilling can occur due to traffic, moving of furniture, vacuuming, or other mechanical agitation; this pilling can be trimmed with scissors.
- **Sprouting:** Due to the type of weaving, there will be short fibers popping up / sprouting while the rug settles; this can be trimmed or pushed through.
- **Vacuuming:** Using vacuum cleaners with rotary brushes and excessive suction can damage the rug. Damage due to improper maintenance or wear and tear due to traffic will not be considered a manufacturing defect.
- **Pulling:** Pulling the rug by dragging furniture or by pets is not considered a manufacturing issue.

## **CLAIMS**

All claims must be reported within 7 days of receipt of the goods. Claims must be accompanied by a detailed description of the issue and photos, including an overhead shot and multiple close-ups. Shipping damage must be reported upon receipt. We suggest inspecting packaging and rugs upon arrival to make sure no damage has occurred during shipping. If any damage is noted, it should not be accepted, and photos should be taken of the damages.

## **WARRANTY**

JD Staron provides a one-year limited repair or replacement warranty. JD Staron warrants to the initial purchaser and original seller that its carpets will be free from manufacturing defects for a period of one (1) year from the date of delivery to the original seller. This is a limited warranty and contains specific exclusions and limitations. The liability and exclusive remedy of JD Staron under this warranty is limited to actual repair or replacement. JD Staron's total liability shall not exceed the invoice amount to the original seller.

## **LIABILITY**

Notwithstanding any other provision of this agreement, we shall have no liability to you (whether for breach of contract, negligence or any other basis) for loss of use, profit, revenue, business, contract, or anticipated benefit or saving, or for any delay, increase in operating costs or for any special, indirect, or consequential loss. Otherwise, our maximum aggregate liability to you (whether for breach of contract, negligence, or on any other basis) is limited to the price of the product in respect of which such liability may arise.

## **OUR INTELLECTUAL PROPERTY**

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