



RETURN POLICY

Terms and Conditions for Returns

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY.

WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE AND THE PRODUCTS DESCRIBED IN SECTION 2 BELOW.

These terms and conditions (collectively, the “**Policy**”) apply to the return of products and services purchased and sold through Vercade.com (the “**Site**”). This Policy does not apply to any other sale, purchase, website, or store. This Policy is subject to change by Vercade Wall Fashion, division of Metroflor Corporation, 15 Oakwood Ave., Norwalk, CT 06850 (referred to as “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. The latest version of this Policy will be posted on this Site, and you should review the Policy before purchasing any products or services that are available through this Site. Your continued use of this Site or purchase of any product after a posted change in this Policy will constitute your acceptance of and agreement to such changes.

1. **Returns and Refunds.** Except for the Non-Returnable Products (discussed below) and any products designated on the Site as non-returnable, we will accept a return of the products purchased through the Site (in quantities of at least three (3) cartons) for a refund of your purchase price, less the Restocking Fee and the original shipping and handling costs, provided such return is made within thirty (30) days of delivery and provided such products are returned in their original condition. We will approve and issue the refund only if and once we determine the goods to be in the original condition.
2. **Non-Returnable Products.** Sales of the following products are final and are not returnable (together, the “**Non-Returnable Products**”): (a) products purchased through the Site in quantities of less than three (3) cartons; (b) moldings; and (c) sundry products, including, without limitation, adhesive, tape, and rollers.
3. **Return Procedure.** To return products, you must visit the Site to initiate a return and obtain a return authorization label before shipping your product. The return authorization label must be applied to the outside of the product carton and remain with the product through return shipping. The return authorization label and the corresponding return authorization number must be visible and readily apparent on the outside of the returned product carton. No returns of any type will be accepted without a return authorization label and number.
4. **Returning Products.** You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.
5. **Restocking Fee.** All returns are subject to a restocking fee of the greater of (a) twenty percent (20%) of the purchase price of the returned goods or (b) seventy-five dollars (US\$75.00) (the “**Restocking Fee**”).
6. **Refund Processing.** Refunds are processed within approximately [three/3] business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site. **WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.**
7. **Exchanges.** Except for the Non-Returnable Products, you may return products for exchange for reasons other than incorrect shipments (not what was ordered) or goods damaged in transit. In such instances, you will be liable to pay the price differential where one exists between the returned product and the replacement product. You will also



be responsible for return shipping and handling costs together with the appropriate restocking fee. If you receive products other than those ordered or the goods were damaged in transit, you will not be responsible for return shipping or handling costs of replacement product and the restocking fee will be waived.

8. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached this Policy, for any failure or delay in our performance under this Policy when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9. Governing Law and Jurisdiction. All matters relating to this Policy and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, this Policy shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in the City of Wilmington and County of New Castle, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

10. Miscellaneous. You will not assign any of your rights or delegate any of your obligations under this Policy without our prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves you of any of your obligations under this Policy. The failure by us to enforce any right, limitation, or provision of this Policy will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative. This Policy does not and is not intended to confer any rights or remedies upon any person other than you. If any provision of this Policy is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Policy and will not affect the validity or enforceability of the remaining provisions of this Policy. This Policy, along with the Verçade.com Website Terms of Use, which are hereby incorporated by reference, will be deemed the final and agreement between you and us on the matters contained in this Policy.