APPENDIX A A-1

## **Retail Business Policies:**

In general, our business policies for accepting orders, terms of payment, fulfilling orders, returns, and credits for returns are as follows, subject to change without notice.

1. We reserve the right to refuse to sell to someone at our sole discretion. In 2022, we found it necessary to add this to our business policies due to what we saw as a breakdown in civility in social media and other forms of electronic communications, including instant messages, emails, and social media posts.

We work very hard to present our products professionally and invest a great deal of time, work, and cost in creating our finest custom work. We simply do not have the bandwidth to deal with excessive drama or unprofessional behavior. To keep our business sustainable, we cannot tolerate business policy noncompliance or conflicts of interest.

Violation of our business policies, problems with timely payment of invoices, hostile communications or social media posts directed toward our company, employees, or managers, and conflicts of interest such as brand ambassadors representing competitor products and individuals with ownership interests in competitor saddlery businesses may result in denial of purchasing privileges.

This is similar to the "Right To Work" philosophy, common standards of professional behavior, and general conflict of interest provisions seen in businesses in the USA. Customers get to choose where they buy products and sellers get to choose whom they will sell to, as permitted by law.

We offer our products for sale to all individuals in good standing with our company based on our interactions with them, their compliance with our business policies, and where there is no known conflict of interest.

2. Special Orders, Items Made-To-Order, and other Special Custom Orders: Items Made-To-Order regardless of size, items specially custom Made-To-Measure, and items with a hand stitched monogram or name or otherwise personalized with nameplates or tags including our Bennett's Hunter® and Jimmy Wiebe Memorial® items, and some 20th Century® Custom items are Final Sale and require full payment to place the order. Once paid, these orders are final and cannot be canceled except by J. B. Wiebe III, LLC.

We may estimate an approximate delivery date when we send an invoice for payment. **Estimated dates are not guaranteed.** We try to complete orders as promptly as possible, but we always put quality first and this takes time. Special or Custom orders may take longer than expected, sometimes significantly longer than expected. We guarantee the quality of our custom work, but we do not guarantee delivery dates on items Made-To-Order in our workshop.

Once the customer agrees to our Made-To-Order item policies, terms, and conditions, and payment is accepted by J. B. Wiebe III, LLC, the order cannot be canceled by the customer and payment will not be refunded.

**3. Stock item orders:** Orders for items we have in stock prior to order that are not discounted, or on sale as part of a special promotion may be returned for a store credit provided the item(s) returned are in new saleable condition and are not oiled, stained, conditioned, used, blemished by handling, or damaged in any way. Stock items altered in size, oiled, conditioned, blemished, or used cannot be returned and are final sale.

Stock items may be exchanged for alternative Stock items of same or lesser value provided returned parts are in new saleable condition and are not oiled, stained, used, blemished by handling, or damaged in any way. This allows a near custom fit at a stock size price which is lower than our special custom made-to-order, made-to-measure, or monogrammed personalized item pricing.

We charge return shipping and handling. We do not charge a restocking fee for accepted returns and exchanges. Other charges may apply.

4. Returns, Store Credits, and Refunds: Returned items are subject to our own receipt inspection before we will accept them for a store credit.

## We do not give refunds.

If an item is verified by us to be defective in materials or workmanship, we may, at our sole discretion, opt to repair or replace a defective item or give a store credit once we confirm the returned item is defective. Rejected returns will be returned to the customer upon receipt of customer's payment of return shipping and handling charges.

- 5. Stock Items that have been altered in size, oiled, stained, conditioned, blemished by handling, or otherwise used cannot be returned.
- **6.** We are an internet based business located in northwest Mississippi near Memphis, Tennessee. We collect 7% sales tax for all items delivered to addresses in Mississippi.

We do not maintain a "brick and mortar" store for face-to-face retail selling. We may elect to display and sell our products at horse shows, trade shows, and other public facing events in the USA. Otherwise, all of our business is conducted by internet, cell phone, or USPS mail.

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7. Shipping methods and responsibilities: We do not pay transportation charges because we cannot be responsible for goods that are in shipment and out of our hands. We insure goods for full value for our customer's protection. Shipments may require a signature by the customer at time of delivery. The customer is responsible for ensuring their availability to securely receive and sign for packages and for the accuracy of their shipping address.

FedEx Ground and UPS Ground are our usual methods of delivery. We may ship by DHL or USPS First Class Parcel Post. We only ship to addresses in the continental USA. Our average shipping and handling charge in early 2024 for a bridle, reins, and martingale was \$35.00 to \$40.00 (this may change). Rush shipping charges by FedEx, UPS, and other carriers can be significantly higher. Shipping charges are not credited or refundable to the customer once an order is paid. The customer is responsible for paying shipping charges to and from J. B. Wiebe III, LLC.

- **8. Special orders:** We can make personalized products with monograms and custom sizing made to measure. We can also make special designs on request. Special orders cannot be canceled once paid and payments accepted by J. B. Wiebe III, LLC will not be refunded.
- 9. Website and online catalog: https://jbwiebe3.com/shop/

### 10. FaceBook pages:

- a. www.facebook.com/jbwiebe3
- b. www.facebook.com/FineBridle
- c. www.facebook.com/Jimmvs20thCentury
- d. www.facebook.com/Jimmys21stCentury

#### 11. How to place an order and pay:

An order may be initiated using the SHOP page on our website (see link above). Otherwise, to place an order, contact us via email to FineBridle@aol.com. We may provide measuring instructions and ask for measurements to determine sizes. When we have sufficient information to price the order, we will request payment and provide an estimated delivery date. To complete placing the order, send payment by bank check, cashier's check, bank draft, or postal money order. Paying the order secures a place in our order book. We do not start work on orders until they are paid.

We accept bank checks, cashier's checks, bank drafts, and postal money orders.

- We do not accept orders for C.O.D. delivery.
- Orders are dated when paid and usually completed and shipped in the order paid.
- We do not offer a rush service for a higher price.
- We do not offer in-store credit accounts or "open accounts" to customers.
- We do not sell wholesale to other saddlery businesses or tack shops. We only sell retail directly to individuals and equestrian show
  stables/farms. To avoid delays when ordering, except for payments by show stable or farm bank checks, please do not pay using a saddlery
  business check or Tack Shop business check.

#### Bank checks and money orders:

Before paying by bank check, cashier's check, bank draft, and postal money order, please confirm the total amount due with us by email to FineBridle@aol.com

Please make checks and money orders payable in US Dollars (\$) to:

J. B. Wiebe III, LLC

429 E. Commerce St., #112 Hernando, MS 38632

# **Agreement:**

Customer Agrees to all terms and conditions as stated in the policies above. Customer is purchasing for their own use and agrees not to resell J. B. Wiebe III, LLC's products through any other wholesale or retail business.

Customer understands and agrees that:

- Orders cannot be cancelled once paid and that payment(s) are non-refundable.
- Delivery dates and estimated lead times may change and are not guaranteed.

Customer's Name (printed):	Customer's Signature:
	Date signed: