



Terms, Policies, and Procedures

Account Setup

Tortuga Outdoor charges a one-time non-refundable administrative set-up fee of \$50.00 to become a member of our dealer network. As a member you will be provided with a login to our dealer portal where you can download high res images, logos, product information, current prices, cushion program info, and other pertinent information to assist you with your set up process. Your account will be established once we receive signed copies of each document attached in our initial contact email.

Order Placement:

Retailer will order Tortuga Outdoor's products from Tortuga Outdoor by purchase orders in a form or format provided by or approved by Tortuga Outdoor. All purchase orders or modifications of purchase orders must be in written form via fax or e-mail. Verbal PO's will not be accepted. Orders must clearly include customer name, complete shipping address and contact phone number, product description, price and any special order information. Tortuga Outdoor will acknowledge all orders with an order acknowledgement via fax or email. If a reply has not been received within 1-2 business days, it is the responsibility of the Retailer to contact Tortuga Outdoor.

Orders may be cancelled by Retailer at any time up until the order enters the shipping process. If the item you wish to cancel has already entered the shipping process, it cannot be cancelled by you or by our customer service department. Orders may only be cancelled by telephone by calling 678-822-5322 and it is Retailer's responsibility to receive and keep a record of a cancellation authorization number to be provided by Tortuga Outdoor. If an order is cancelled after the order is shipped, it is the Retailer's responsibility to pay for the shipping charges that apply.

Tortuga Outdoor will endeavor to process all orders within 72 hours of receiving Retailer's Purchase Order. Orders received on weekends and holidays will be processed on the next regular business day. Shipping dates will be based on product and material availability. Tortuga Outdoor makes no representations or warranties regarding shipping dates. Tortuga Outdoor strives to maintain sufficient inventory to fulfill all orders. However, because most products are seasonal in nature and are imported, it may be approximately 8-10 weeks in some cases for out of stock items to be replenished.

Minimum Advertised Price (MAP) Policy: Tortuga Outdoor has established a unilateral policy regarding minimum advertised price (MAP). Retailer is responsible for ensuring their pricing is at or above Tortuga's MAP guidelines. This policy does not extend to Retailer's actual resale price which Retailer sets in its sole discretion.

Payment: Retailer will pay Tortuga Outdoor for each order before Tortuga Outdoor ships Retailer's order. All payments will be made by wire transfer or credit card.

Shipping & Manner of Product Transfer:

Unless otherwise noted, all items are shipped by LTL carriers or UPS. When your order is shipped, you will be notified of the carrier and the Bill of Lading Number.

All orders shipping via LTL carrier will be shipped prepaid on Tortuga's shipping account. Retailer will receive the benefit of all negotiated freight discounts. Extra service charges for lift gate, inside delivery, etc. are the responsibility of Retailer. All orders shipping via UPS will ship third party on retailer's UPS account.

Shipments of products from Tortuga Outdoor will be made, at the sole discretion of Tortuga Outdoor, either from Tortuga Outdoor's premises or directly from a Tortuga Outdoor manufacturing plant or distribution center.

Retailer is responsible to notify its customers of shipping procedures and protocols. In the unlikely event that a shipment is damaged and the customer fails to follow the defined protocol, and Tortuga Outdoor can not claim shipping damage, retailer is fully responsible for payment and replacement.

Someone must be present upon delivery of products. Shipping company will not leave the product unless someone is present to sign for. Recipient must inspect all shipments thoroughly upon receipt. Note any damage on the delivery receipt and notify Tortuga Outdoor within 3 business days. DO NOT REFUSE the shipment. Refused shipments will result in additional charges to the retailer. Keep all packaging and damaged goods until the claim is resolved.

Tortuga Outdoor reserves the right to require pictures to document the damage and substantiate a claim to the motor carrier.

Returns:

Returns are allowed within 14 days of original ship date. Tortuga Outdoor will credit Retailer for the total purchase price, upon receipt of the product, less a 20% re-stocking fee. Return shipping costs will be at the Retailer's expense. Some of our products are offered with freight included, so please note if you return a product that has a freight included price, our actual outbound shipping costs will be deducted from your return refund. Returns will be inspected prior to issuing credit. Items must be returned back in the original, unused condition. Tortuga Outdoor guarantees that all parts, correct and functioning properly, are included when the product is handed over to the first carrier. Retailer will instruct its customers to observe and inspect the product upon arrival and make comments pertaining to any damage on the freight bill at the time of delivery.

Tortuga Outdoor reserves the right to deviate from this policy on a case-by-case basis at its sole and absolute discretion.

License of Trademark and Copyright:

Retailer must use the Tortuga brand mark and or the Tortuga brand name on each product listing. Brand mark must not deviate from mark provided by Tortuga Outdoor and be presented in clear, non conspicuous manner. Tortuga Outdoor grants Retailer permission to use the mark TORTUGA OUTDOOR or the “Tortuga Turtle” (collectively, the “Marks”), and Tortuga Outdoor’s copyright in and to its advertising materials for its Tortuga Outdoor brand outdoor furniture, solely in association with the distribution, advertising, promotion and sale of its Tortuga Outdoor brand outdoor furniture.

Retailer is not authorized to register any of the Marks (whether registered or not registered), as well as all possible combinations of the Marks with any other trademark, word, or designation, including registering such as corporate names. This same restriction applies to the registration or use of domain names on the Internet.

Retailer acknowledges that Tortuga Outdoor’s product quality associated with its Tortuga Outdoor brand outdoor furniture is at least consistent with the industry standards, and Retailer agrees that it will not use any of the Marks in such a way as would compromise or dilute these standards.

Tortuga Outdoor has the authority to instruct Retailer to cease any use of the Marks that is deemed inconsistent with its quality control standards or is used in a manner Tortuga Outdoor deems, in its sole and absolute discretion, to be less than reputable, or inconsistent with the acceptable standards of use for a mark in the industry. Tortuga Outdoor retains the right and authority to terminate the licenses contained in this document at any time with or without notice and Tortuga Outdoor may exercise such right and authority in its sole and absolute discretion.

Problems with Product, Common Questions: Retailer should instruct its customers to contact Retailer in the event of an installation problem or a question concerning the product. If Retailer cannot solve its customer’s problem, the customer should be directed to tortuga@tortugaoutdoor.com

Proof of Corporate Existence and Reseller Documentation: Retailer will provide Tortuga Outdoor with a certified copy of its Articles of Incorporation or Organization, a Certificate of Existence issued by the Secretary of State of Retailer’s State of incorporation or organization, or equivalent official documentation evidencing its corporate existence. This includes any certificate, permit or document that authorizes your business to purchase from Tortuga Outdoor without any sales tax consequence, for the purpose of reselling to your customer.

Warranty: Tortuga Outdoor warrants all product lines within the specified periods and to the original purchaser, except as noted below, against defects in material and workmanship.

- Cushions and rugs are warranted against seam separation, fabric slippage, flaws and dye lot variations at the time of delivery only.

Warranty does not apply to freight or shipping damage, abuse (intentional or unintentional), acts of God, improper care, and commercial use. All warranty claims must be submitted in writing to Tortuga Outdoor within the specified warranty period. Claims require proof of original purchase via a copy of the invoice and proof of date of resale to the current owner. Tortuga Outdoor reserves the right to require pictures to substantiate the claim and may require physical inspection of the item. Tortuga Outdoor reserves the right to repair defective items or replace them with like or similar items. Please view our more specific warranty guidelines at <http://www.tortugaoutdoor.com/about-products.html>.

Acknowledgement and Acceptance:

Tortuga Outdoor reserves the right to terminate the relationship with any company who does not adhere to these Terms, Policies and Procedures. Please acknowledge your approval by signing, dating and returning to our office.

Company Name

Title

Date

Authorized Company Representative
(Print)

Authorized Company Representative
(Sign)



Billing: 190 Etowah Industrial Court Canton, GA 30114
Phone: 678-822-5322 Fax: 678-822-5295 Internet: www.tortugaoutdoor.com
Shipping: 520 Branch Dr. Alpharetta, GA 30004
Customer Service E-mail: tortuga@tortugaoutdoor.com