

Terms of Service

By placing orders on KMHerbals.com or conducting any other business transactions with KM Herbals, Inc., you acknowledge that you have read and understood the following Terms of Service and agree that you are responsible for compliance with these terms and any applicable local laws.

Lead Time

On all orders, lead-time is 1 to 3 weeks.

Returns

Returns on our Premier Stock Formula Line can be made within 14 days of their delivery date, so please promptly inspect your products upon arrival.

Order Minimums

Stock Formula Products: \$100 (excluding orders of sample-sized items).

*All orders over \$5,000 require a 50% deposit at time of order, if payment is received outside of the KM Herbals E-commerce store platform.

Custom Formulations: 5, 15, or 30 gallons.

Labeling

All unit/retail-sized products arrive unlabeled to accommodate your own branding. However, if you wish to order these items with our in-house label, you may do so by selecting your labeling preference and the appropriate quantity in our Packaging & Labeling section. Additional fees apply.

Product Shelf Life

12 months from date of manufacture is our best recommendation. Exceptions may include products made with high percentages of fixed oils and butters, such as facial and massage oils, which are more fragile and may expire sooner. To find the date of manufacture, look for the Batch Number on each product. The Batch Number for each product will be the Month, Day and Year of product made. For example, Batch Number 040516 means the product was made on April 5th 2016. The Period After Opening varies from 6 months to 18 months depending on product type, specific ingredients, container, and storage conditions.

Notes to Seller

Please indicate in the "Note to Seller" form on the Checkout page anything special about your order that does not require an additional service or product charge. Any labeling specifications or additional packaging must be selected within our Packaging & Labeling category. If you are unsure of whether your specifications require an additional fee, please inquire at info@kmherbals.com. Any orders submitted noting products and services requiring an additional fee will not be filled until payment is received.

Payment

All products and services must be paid for at the time of order. Our E-Commerce store accepts Visa, MasterCard, and PayPal. Please inquire at info@kmherbals.com or call 707.878.2980 to discuss alternate forms of payment, terms, and ordering options.

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Available upon request with approved credit. Delinquent accounts are subject to a 10% late fee. Continued late payments are subject to a pre-pay trial period for future orders.

Pricing

All prices subject to change due to availability of raw materials.

Shipping & Handling

We use UPS standard ground service unless otherwise stated. Customers are responsible for shipping and handling costs, and shipping rates are subject to change without notice. Clients not purchasing via the KM Herbals E-commerce store may inquire to provide their own shipping method or account number, however, a handling charge will be applied to cover KMH packing and supplies.

Component Warehousing/Inventory Management

Please inquire concerning storage, and inventory of your business packaging.

Use of the Website

By accessing the website, you warrant and represent to the website owner that you are legally entitled to do so and to make use of information made available via the website.

Trademarks

The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of the website owner. Nothing contained on this website should be construed as granting any license or right to use any trademark without the prior written permission of the website owner.

External Links

External links may be provided for your convenience, but they are beyond the control of the website owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk.

Warranties

The website owner makes no warranties, representations, statements or guarantees (whether expressed, implied in law or residual) regarding the website.

Disclaimer of Liability

Clients are expected to carry their own Liability Coverage to protect their brand. Coverage may depend on product specifications and distribution channels, so consult with your insurance agent to get the appropriate quotes. KM Herbals does not have the authority or power to regulate claims and marketing material of each Client, so any liability regarding Clients claims, marketing, etc., or any promises made by our Clients to their Clients on products are the sole responsibility of our Clients and not the manufacturer.

The website owner shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over our system. In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

Furthermore, the information provided on the KM Herbals, Inc. website is for educational purposes only and is not intended as a substitute for advice from your physician or any other health care professional. These statements have not been evaluated by the FDA and are not intended to diagnose, treat, cure, or prevent disease. Always seek professional medical advice from a qualified health care provider with any questions you may have regarding a medical condition.

Conflict of Terms

If there is a conflict or contradiction between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

Severability

Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

Applicable Laws

Use of this website shall in all respects be governed by the laws of the state of California, U.S., regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the California courts located in Marin County, CA, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that venue is proper in those courts.

Last Updated: January 2017