

Terms of Use

Jgood.com is owned and operated by J. Goodin Inc., a California corporation, and will be collectively referred to as "THE COMPANY".

THE COMPANY distributes products to the wholesale industry. By using this site, you agree that you are legally authorized to purchase products exempt of taxes for the purpose of resale and that you will report and remit the appropriate taxes associated with the purchase and sale of products distributed by THE COMPANY to your local tax authority. If you do not intend to commercially resell products distributed by THE COMPANY, please discontinue use of this site.

Terms & Conditions of Sale

In using Jgood.com you are accepting its term and conditions. If you disagree with any of the terms and conditions outlined below, DO NOT USE this web-site. These terms and conditions are subject to change without prior notice.

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We have tried to accurately depict colors of product offered, but because the color you see is dependent on your computer monitor, we cannot guarantee the color you see is accurate. Some images are enlarged for detail.

If a mistake occurs in pricing or product information, we reserve the right to correct it. All base prices are in U.S. dollars and interim markdown may have been taken. The original price of items may not have resulted in actual sales. Prices may vary and change without notice from time to time.

THE COMPANY makes no representation or warranties about any other web sites accessed through Jgood.com, officers, stores, employees, agents, distributors, vendors and applicants from any and all second and third party claims, demands, liabilities, attorney fee's resulting from your breach of any of these terms and conditions. You acknowledge that you use this site at your own risk and that THE COMPANY and its affiliates shall not be held liable for any damages of any kind related to your use of this site.

Any potential dispute will be resolved according to the laws of the state of California.

While every effort is made, THE COMPANY is not responsible for graphic/typographical errors. Prices are shown for standard ring sizes. Custom sizing may be additional.

Many stones are enhanced or created. Description on imported parts may vary. Descriptions on use of plated metals are represented in mils (micro-inches). Gold plating thickness is represented using an 18k gold test base. Rhodium thickness is represented as a mils range. THE COMPANY receives item specifications from its vendors. THE COMPANY is not responsible for descriptive errors.

Images of items found on the web site may not represent the actual product and some illustrations are enlarged to provide details. Images may be enhanced to promote the product.

Site customer message communications, e-mails, postcards, letters, voice mails become and will remain the property of THE COMPANY shall not be limited in its use.

Order Submission:

1. Submit drop ship orders via emailing order sheet to orders@jgood.com or by placing an order on www.jgood.com.
2. Orders will be processed and shipped from our warehouse directly to your customer 1 to 2 business days after receipt of order sheet.
3. Domestic shipments are shipped using USPS or UPS.
4. International shipments are shipped using USPS First Class or Priority Mail. Delivery times vary.
5. UPS Ground, Next Day Air and USPS Priority Mail, Express Mail options are available at an upgraded cost.
6. Flat rate drop ship fee is calculated for orders containing 1 to 4 items. Orders containing more than 4 items will be subject to an upgraded cost to accommodate for the extra weight and packaging expenses.
7. Discounts, sales, or promotions on our partner sites do not apply towards any drop ship orders with Jgood.
8. Tracking number is confirmation that your order has shipped. We will provide the tracking number on the order sheet you emailed to us.
9. We do not ship backorders.
10. Refused or Item Not Delivered packages will be credited to your account minus a 25% restocking fee. Drop ship fees will not be refunded.

Stock Availability:

1. Jgood publishes an automated inventory availability feed that updates every hour.

2. We cannot reserve inventory.
3. We assume no responsibility for stock shortages or manufacturing delays. Items are sold on first come first serve basis.

Membership Fees:

1. We charge a monthly membership fee of \$15.00 per month. Membership fees pay for the right to access and use our data feeds and drop shipping service.
2. You also have the option of purchasing a six month membership for \$75.00. This option comes with five free catalogs.
3. You may cancel your drop ship membership at any time.
4. J Goodin Inc. reserves the right to cancel, refuse, or revoke membership at any time and for any reason.

Membership Cancellation:

1. You may cancel your subscription at any time. You will have access to www.jgood.com for the remainder of your subscription purchase. Your account will not renew after this billing cycle.
2. We will ask that you provide us the web address where you were selling our products so that we may verify that you have taken our products offsite. Once verified, we will cancel your account.

Pricing:

1. Reseller must abide by the Minimum Advertised Price (MAP) on all products sold online.
2. Resellers must maintain retail price points at or above the (MAP) at all times. We will not ship your order if we determine you are in violation of our MAP policy.
3. (MAP) requirement only applies to J Goodin drop ship resellers or any other reseller that does not hold an inventory position with J Goodin products.

Internet Image and Data Feed Advertising Restrictions:

1. Resellers must notify Jgood of all websites they will use to resell J Goodin products. Use of J Goodin Images and data are limited to a maximum of three url's including any external online marketplace such as Buy.com.
2. Redistribution or assignment to other persons or businesses of our images and data feeds is strictly prohibited.

Returns:

1. Amount of time to return product cannot exceed 30 days from the date of delivery.
2. Jgood Return Merchandise Authorization number (RMA#) is required for a package to be returned.
3. RMA# must be clearly written on the outside of the return package and RMA# is valid for 30 days.
4. Merchandise must be returned in original packaging with original tags intact. Items with no tag will not be accepted.
5. Merchandise will be credited at original invoice price less freight and restocking fees.
6. Non-defective, wrong address item returns we be charged a 25% restocking fee.
7. Defective or incorrect items will be replaced or will be issued as an in-house credit. Jgood may ship the correct or non-defective replacement at no charge for shipping.
8. Replacement products must be ordered again as a new order.
9. After J Goodin receives return, allow 4 weeks to process and issue in-house credit.

Lost Packages:

We make every effort to ship your package within 2 business days. Tracking information will be transmitted to you by email or it will appear in the orders history section of your account. Packages that do not arrive in time to your customer are not the responsibility of Jgood. We are not responsible for lost shipments. Item costs and freight charges will not be refunded for lost shipments. Replacement shipments must be made at your expense.

Refusals:

You are responsible for all freight charges and return service charges on any refused order. We will credit your account for all merchandise less a 25% restocking fee. Drop ship fees will not be refunded on refused orders.

Responsibility:

Jgood is in no way responsible or liable in any way for your sites success, the accuracy, or legality of its content and operation. Further, you have independently evaluated the desirability of participating in our drop shipping program and are not relying on any representation, guarantee or statement other than set forth in this agreement.

Modification:

This Agreement may be supplemented, amended, or modified by Jgood at any time. Changes will not be retroactive.

Termination Clause:

Either party shall have the right to terminate this Agreement upon thirty (30) days prior to written notice to the other party without cause. The Reseller, in addition, agrees to remove all product related images and reference given to them by Jgood from their site, within the same timeframe shown above. An official release will be sent once we verify you have met the following requirements.

- Your website is cleared of any and all of Jgood images and copy.
- Once completed we ask that you provide a link to the website(s) you offered our products.

Confidential Information:

During the course of normal business, Jgood will provide you with confidential information, including, without limitation regarding inventory, product descriptions, product pricing, wholesale prices. This information must be used solely for the purpose of conducting business with Jgood and is not to be disclosed or distributed to any third party, including any competitor to Jgood without the express prior written consent of Jgood. Upon request of Jgood, you will promptly remove all copies of such confidential information from your website.

All images supplied by Jgood of its products, including images on Jgood's website, are the exclusive property of Jgood. Jgood retains the right to all images supplied of its products, including images on Jgood's website. You are authorized to use these

images only in connection with the sale of Jgood products and only in compliance with any policies or terms stated by Jgood. No other use or distribution is permitted, and you may not use Jgood's images in connection with the purchase of products from any person or entity other than Jgood. Jgood retains the right to terminate using our images at any time and for any reason.

Prices and product availability are subject to change without notice. Jgood cannot be responsible for typographical errors in any drop ship data feed, print catalog, or online. By placing an order, the Drop Ship customer accepts all Jgood terms and policies set forth in the Terms of Use. In no event shall either party's liability hereunder include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage. Jgood reserves the right to modify any of the terms of this agreement with notice to the Reseller.

By accepting this agreement, you the reseller accept all of our drop ship policies and procedures as stated above. We look forward to working with you.