# Evervue Shipping & Delivery Policy

## 1. Shipping Overview

Evervue is a factory-direct manufacturer and global supplier of premium lighted mirrors, smart mirrors, mirror televisions, bathroom televisions, outdoor televisions, marine televisions, commercial displays, and related products.

Products may be manufactured, assembled, engineered, customized, or procured from various global manufacturing facilities and shipped internationally to Customers.

Shipping methods, carriers, transit times, customs procedures, and delivery requirements vary depending on the product, destination, order size, and service selected.

All delivery dates are estimates only unless expressly guaranteed in writing by Evervue.

## 2. Estimated Delivery Times

Estimated production and delivery times are provided in good faith based on information available at the time of quotation or order acceptance.

Estimated delivery times may vary due to:

- Production schedules;
- Material availability;
- Product customization;
- Supplier lead times;
- Freight carrier schedules;

- Customs inspections;
- Customs clearance procedures;
- Government actions;
- Weather conditions;
- Force majeure events; and
- Other circumstances beyond Evervue's reasonable control.

Delivery estimates do not constitute guaranteed delivery dates unless expressly agreed in writing.

Delays shall not constitute grounds for cancellation, chargeback, compensation, damages, penalties, or claims against Evervue except where required by applicable law.

**3. International Shipping**

Evervue ships products worldwide subject to applicable laws, regulations, carrier restrictions, export controls, sanctions requirements, and destination-specific limitations.

International shipments may require:

- Customs clearance;
- Import permits;
- Duties and taxes;
- Regulatory approvals;
- Product inspections;
- Additional documentation.

Customers are responsible for complying with all applicable import requirements within their destination country.

Evervue reserves the right to refuse shipment to locations where legal, regulatory, commercial, or operational restrictions apply.

4. **Customs and Import Duties**

Unless expressly stated otherwise in writing, Customers located outside the United States, United Kingdom, Netherlands, Australia, United Arab Emirates, Panama, and Hong Kong are solely responsible for all import duties, customs duties, VAT, GST, sales taxes, customs brokerage fees, customs clearance charges, import processing fees, governmental charges, and other costs associated with the importation of products into their destination country.

For shipments delivered within the following markets:

- United States;
- United Arab Emirates;
- Netherlands;
- Australia;
- United Kingdom;
- Hong Kong Special Administrative Region; and
- Panama

Applicable duties, taxes, importation costs, and customs clearance requirements may be handled by the relevant Evervue entity, distributor, importer of record, or logistics provider, as specified in the applicable quotation, invoice, sales agreement, or shipping documentation.

For all other international destinations, the Customer shall be solely responsible for:

- Import duties;

- Customs duties;
- VAT, GST, sales taxes, or similar taxes;
- Customs brokerage fees;
- Customs clearance charges;
- Import permits;
- Regulatory approvals; and
- Any other governmental charges relating to the importation of the products.

Failure to pay required duties, taxes, fees, or customs charges may result in shipment delays, customs holds, storage fees, return shipping charges, abandonment, destruction of goods, or other costs, all of which shall remain the responsibility of the Customer.

Evervue shall not be responsible for customs delays, import restrictions, governmental actions, additional duties, taxes, fees, or regulatory requirements imposed by the destination country after shipment has been dispatched.

Customers are responsible for ensuring that products ordered from Evervue may be lawfully imported into their destination country and comply with all applicable local laws, regulations, standards, certifications, and import requirements.

5. **Freight Deliveries**

Certain products are shipped via freight carriers due to size, weight, fragility, or special handling requirements.

Freight deliveries may include:

- Curbside delivery;
- Liftgate delivery;

- Commercial delivery;
- Residential freight delivery;
- White-glove delivery (where purchased);
- International freight forwarding

Customers are responsible for ensuring:

- Safe and accessible delivery conditions;
- Adequate unloading arrangements;
- Sufficient personnel for receiving shipments;
- Accurate delivery information.

Additional charges may apply for:

- Remote delivery locations;
- Re-delivery attempts;
- Liftgate services;
- Residential deliveries;
- Limited access locations; and
- Special handling requirements.

6. **Delivery Responsibilities**

The Customer shall:

- Provide an accurate delivery address;
- Provide accurate contact information;
- Ensure someone is available to receive the shipment;
- Inspect shipments immediately upon delivery;
- Report visible damage before accepting delivery whenever possible;

- Retain all original packaging materials if damage is discovered.

Evervue shall not be responsible for delays, losses, or expenses arising from inaccurate delivery information supplied by the Customer.

7. **Storage Charges**

If a shipment cannot be delivered due to Customer actions, inaction, refusal, unavailable receiving personnel, incorrect delivery information, failure to pay customs charges, delayed customs documentation, or other circumstances attributable to the Customer, storage fees may be assessed by the carrier, warehouse operator, port authority, customs authority, or logistics provider.

Any storage, demurrage, customs, warehousing, or related charges advanced by Evervue shall become immediately due and payable upon demand. Unpaid amounts may accrue interest at the maximum rate permitted by applicable law.

If products remain undeliverable, unclaimed, refused, or abandoned for more than sixty (60) calendar days after notice, Evervue may, at its sole discretion, dispose of, resell, recycle, destroy, or otherwise deal with the products. The Customer shall remain liable for all outstanding balances, storage fees, transportation costs, and related expenses.

Where Evervue advances such costs on behalf of the Customer, the Customer agrees to reimburse Evervue immediately upon demand.

8. **Customs Delays**

Customs inspections and customs clearance procedures are conducted by governmental authorities independent of Evervue.

Evervue has no control over:

- Customs inspections;
- Customs processing times;
- Import approvals;
- Government holds;
- Customs examinations;
- Regulatory reviews.

Delays resulting from customs activities shall not constitute a breach of contract and shall not entitle the Customer to cancellation, compensation, refunds, damages, chargebacks, or penalties.

**9. Transport Damage Policy**

All shipments must be inspected immediately upon delivery.

Visible shipping damage must be noted on the carrier's delivery receipt before acceptance whenever possible.

Customers must retain:

- Product packaging;
- Shipping cartons;
- Pallets;
- Crates;
- Protective materials; and
- Damaged products.

No damaged product shall be discarded, repaired, modified, installed, or returned without Evervue's written authorization.

Failure to comply with damage reporting procedures may result in denial of freight damage claims.

## 10. Damage Reporting Requirements

To qualify for consideration under Evervue's Transport Damage Policy, all shipping damage, concealed damage, missing items, or delivery-related issues must be reported through Evervue's online damage reporting portal: www.evervue.com/report/.

### 10.1 Reporting Deadline

All transport damage claims must be submitted within twenty-four (24) hours of delivery.

Claims submitted after the twenty-four (24) hour reporting period may be denied due to carrier claim limitations, inability to verify the condition of the shipment at delivery, or insufficient evidence.

### 10.2 Required Documentation

The Customer must provide all information requested through the Evervue Damage Reporting Portal, including but not limited to:

- Customer name;
- Order number;
- Invoice number;
- Delivery address;

- Delivery date;
- Product identification;
- Detailed description of the damage;
- Photographs of the damaged product;
- Photographs of the exterior packaging;
- Photographs of the shipping labels;
- Photographs of any visible freight damage;
- Supporting videos where applicable; and
- Any additional information reasonably requested by Evervue.

Failure to provide sufficient documentation may delay or prevent claim processing.

**10.3 Original Packaging Requirement**

The Customer must retain:

- Original cartons;
- Crates;
- Pallets;
- Protective materials;
- Packaging inserts;
- Shipping labels; and
- The damaged product itself.

No packaging materials or damaged products may be discarded, repaired, modified, installed, relocated, or returned without prior written authorization from Evervue.

Failure to retain original packaging may result in denial of the claim.

### 10.4 Delivery Address Verification

Claims may be denied where damage results from:

- Incorrect delivery information provided by the Customer;
- Customer-requested re-routing;
- Unauthorized forwarding services;
- Improper receiving conditions;
- Failure to provide safe access for delivery.

The Customer is responsible for ensuring that all delivery information provided to Evervue is complete and accurate.

### 10.5 Duty to Preserve Shipment and Mitigate Damage

Upon discovering any shipping damage, concealed damage, missing items, packaging damage, or delivery-related issue, the Customer must take reasonable steps to preserve the product, packaging, shipment materials, and all available evidence and to prevent further damage.

The Customer shall not:

- Discard packaging materials;
- Dispose of damaged products;
- Attempt repairs;
- Modify the product;
- Install the product;
- Continue using the product in a manner that may worsen the condition; or
- Take any action that may impair Evervue's ability to investigate the claim.

Evervue shall not be responsible for any additional damage, deterioration, loss, or expense arising from the Customer's failure to preserve the shipment or mitigate further damage after discovery of the issue.

**10.6 Carrier Inspection Rights**

Evervue, the freight carrier, insurer, warehouse operator, or other authorized parties may require inspection of the shipment, packaging, and damaged product before a claim can be processed.

Customers shall cooperate fully with any inspection request.

**10.7 Claim Evaluation**

Submission of a damage report does not guarantee claim approval.

Evervue reserves the right to:

- Request additional documentation;
- Conduct remote inspections;
- Arrange carrier inspections;
- Verify delivery records;
- Review shipping documentation;
- Determine the cause and extent of damage; and
- Approve or deny claims based upon available evidence.

Failure to comply with the procedures set forth in this Section may result in denial of transport damage coverage.

### 10.8 Chipped Corners, Edge Chips, and Cosmetic Glass Damage

Chipped corners, edge chips, corner impacts, edge abrasions, minor glass chips, and other cosmetic damage affecting only the perimeter or edge of the glass, mirror, mirror television, bathroom television, smart mirror, outdoor television, marine television, or related product are not covered under Evervue's 24-Hour Damage-Free Delivery Guarantee and are not covered under Evervue's Warranty Policy.

Such conditions are generally considered cosmetic in nature and do not affect the intended functionality, performance, or operation of the product. Accordingly, they shall not constitute manufacturing defects, warranty defects, transport damage eligible for replacement, grounds for product rejection, cancellation, refund, or compensation.

Customers are encouraged to inspect all products immediately upon delivery and prior to installation. Evervue reserves the right to determine, at its sole discretion, whether a reported condition constitutes a cosmetic imperfection, handling damage, installation damage, transport damage, or a manufacturing defect.

## 11. Bench Testing Requirement

Prior to installation, wall mounting, permanent integration, modification, or disposal of packaging materials, the Customer must perform a bench test of the product.

Bench testing should confirm:

- Power functionality;
- Display functionality;
- Audio functionality;

- Remote-control functionality;
- Basic operational performance.

Products installed prior to testing may complicate claim investigations and may limit Evervue's ability to process damage claims.

Evervue reserves the right to request evidence that bench testing was performed before evaluating freight damage claims.

## 12. Risk of Loss

Risk of loss and risk of damage shall transfer to the Customer upon delivery of the shipment to the delivery address specified in the order, unless otherwise agreed in writing.

Following delivery, the Customer assumes responsibility for:

- Storage;
- Handling;
- Installation;
- Maintenance;
- Security;
- Environmental protection.

Title and ownership rights remain subject to Evervue's Reservation of Title provisions until full payment has been received.

## 13. Freight Claims Procedure

Upon receipt of a valid damage report, Evervue may:

- Request additional documentation;
- Conduct remote inspection;
- Arrange carrier inspection;
- Request return of components;
- Provide replacement parts;
- Authorize repairs;
- Replace products; or
- Deny claims where claim requirements have not been satisfied.

All freight claims are subject to carrier requirements, shipping documentation, inspection findings, claim deadlines, and Evervue's reasonable investigation procedures.

Submission of a freight damage claim does not guarantee approval.

Evervue reserves the right to determine the appropriate remedy based upon the circumstances of the claim, available evidence, carrier findings, and applicable law.