Terms & Conditions of Sales

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING OUR PRODUCTS

All sales of products offered by Enchanting Soap Collections LLC (ESC) are subject to the following Terms and Conditions and other applicable law.

Any personally identifiable information of our customers is protected by ESC's Privacy Policy (add link). Please review our Privacy Policy as it applies to the purchase of our products, services, and any related material and goods offered for sale or otherwise by ESC.

1. Placing an Order

Orders can be placed conveniently 24 hours a day, 7 days a week on robertasoap.com. Simply click the "Add to Cart" button from any product page on the website and then follow the subsequent instructions.

Telephone orders may be placed by calling our office at (505) 899-9370 during our normal business hours, 9:00 AM to 4:00 PM (Mountain Standard Time), Monday through Friday (excluding major holidays).

2. Payment and Sales Tax

Presently, ESC accepts credit card payments from Visa, Master Card, and American Express through secure and encrypted online transactions.

Because ESC is a New Mexico company, we are required to collect 7.5% NM Gross Receipts Tax—NMGRT (the rate at the time of this writing) on orders shipped to a New Mexico address. Those who live outside New Mexico will not be charged New Mexico GRT for orders placed on our website, however, we recommend you consult the laws of your own state to determine whether any other taxes may apply. In that regard, ESC does not collect taxes on behalf of any other state.

3. Order Status

If you'd like to check the status of your order, please note that shipping transit times typically add one to three days to your lead time depending on the shipping method used and destination.

4. International Orders

At this time, ESC does not ship items outside of the United States. For special information or requests, please email us at robertasoap1@gmail.com.

5. Shipping Methods and Charges

Shipping charges are based on USPS standard shipping rates.

6. Returns and Exchanges

Returns: Due to the nature of our products, we can only accept returns on original, sealed, like-new condition products. To cancel your purchase, please notify ESC by phone or email and stating the reason for your return.

Cancellations: ESC ships orders as quickly as possible. For this reason, we cannot guarantee we will be able to cancel your order after it has been placed. If you need to cancel your order, please call at (505) 899-9370 within 24 hours of placing it, and if your order has not shipped, we will cancel it. If your order has shipped, please see our Returns policy above for instructions.

Damaged Goods: For security and quality assurance purposes, we make photos of the contents, condition, and packaging of all orders prior to shipment. If your merchandise is damaged upon arrival, please save all contents and packing materials and contact us within 3 business days.

Warranty Disclaimer: All of our soaps are homemade and therefore cannot be duplicated to the exact coloration or design of previous purchases. If ordering the same soap every week, month, or year later, the color and design will contain variances.

7. Privacy Statement

We respect your privacy. Your personal identifiable information will not be sold to, or intentionally shared with, any third party that is not necessarily a part of shipping and delivering your order. Our system uses cookies and automatically collects certain information, such as your IP address, web browser, referral site, and other technical information for site security and maintenance purposes, and to provide Internet technologies required to support our customers. Certain *non-identifiable information* may be shared for search engine analytics purposes only.

10. Warranty Disclaimer

ESC's products, services, and information are provided "as is" without warranties of any kind, expressed or implied. Any claim of product effectiveness is derived from claims made by raw ingredient suppliers, and ESC does not provide warrantees of any kind regarding the use of third-party materials in the making or using products it sells.

11. LIMITATION OF LIABILITY

ESC shall not be liable for any special or consequential damages that result from use of or performance of its products, services, and any related material and goods offered for sale or otherwise, even if we have been advised of the possibility of such damages.

12. LIABILITY DISCLAIMER

ENCHANTING SOAP COLLECTIONS LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS OR GUARANTEES ABOUT THE EFFECTIVENESS OF PRODUCTS, SERVICES, OR ANY RELATED MATERIAL AND GOODS OTHERWISE BY ENCHANTING OFFERED FOR SALE OR COLLECTIONS LLC. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH PRODUCTS, SERVICES, OR ANY RELATED MATERIAL AND GOODS ARE SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND. ENCHANTING SOAP COLLECTIONS LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO ANY AND ALL PRODUCTS, SERVICES, OR ANY RELATED MATERIAL AND GOODS OFFERED FOR SALE OR OTHERWISE BY ENCHANTING SOAP COLLECTIONS LLC, INCLUDING ALL IMPLIED **WARRANTIES** CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ENCHANTING SOAP COLLECTIONS LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, OF DATA OR PROFITS. ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF PRODUCTS, SERVICES, OR ANY RELATED MATERIAL AND GOODS OFFERED FOR SALE OR OTHERWISE BY ENCHANTING SOAP ON WHETHER BASED COLLECTIONS LLC. CONTRACT. NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ENCHANTING SOAP COLLECTIONS LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDY IS EITHER ENCHANTING SOAP COLLECTIONS LLC'S REPLACEMENT OF OR REFUND FOR PRODUCTS, SERVICES, OR ANY RELATED MATERIAL AND GOODS OFFERED FOR SALE OR OTHERWISE BY ENCHANTING SOAP COLLECTIONS LLC.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Enchanting Soap Collections LLC, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney fees) relating to or arising out of your purchase or use of or inability to use the products, services, and any related material and goods offered for sale or otherwise by Enchanting Soap Collections LLC, or your violation of any provision of these Terms and Conditions, or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Enchanting Soap Collections LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Enchanting Soap Collections LLC in asserting any available defenses.

14. Severability

If any part of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, including but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision shall be severed from these Terms and Conditions and replaced by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms and Conditions shall continue in effect.

15. Changes to Terms & Conditions of Product Sales

ESC reserves the right, in its sole discretion, to change these Terms and Conditions. The most current version of the Terms and Conditions will supersede all previous versions. ESC encourages you to periodically review these Terms and Conditions to stay informed of any updates.

16. Entire Agreement

Unless otherwise specified herein, these Terms and Conditions constitute the entire agreement between you and ESC with respect to your purchase of any products, services, and any related material and goods offered for sale or

otherwise by ESC. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and ESC. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or related to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.