



## TERMS & CONDITIONS – Updated December 27, 2024

### Introduction & Notes on GMP Qualification

*Steding & Sons Mercantile LLC (Manufacturer, Steding & Sons, 1836 Kratom) is the manufacturer of 1836 Kratom products. Steding & Sons Apothecary LLC (DBA Steding & Sons Allied Forces)*

*Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces) and its owners or employees cannot be held responsible for, and will not be liable for the inaccuracy or application of any information whatsoever herein provided. Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces) and all employees strive to be as accurate as possible. Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces) do not warrant that any product descriptions or other content within are accurate, reliable, complete, current, or free of errors.*

*1836 Kratom products are packaged in an AKA GMP Qualified Facility, which has been audited by an accredited 3rd party. These products are sold in beautiful retail-ready packaging and are intended to be sold to customers as such. We are not, in any way, responsible for any product which is opened before being sold to the customer.*

Nothing in this catalog, our website, any advertisement, package or brand material is intended as, and should not be interpreted as advice, medical, legal or otherwise. Products are not intended to be and should not be considered a replacement for medical treatment. If you have or may have any kind of medical condition, please consult with a licensed physician. No retailer, including employees, may offer medical advice to customers and any customers seeking medical advice should be advised to consult a medical professional.

Consumers should consult with a physician before using any products shown on this website. The FDA has not approved the statements on this website. Products shown are not intended to diagnose, treat, prevent or cure any disease. Pregnant/nursing women are advised against. Products should not be consumed if a person is consuming any other supplements, drugs or medication without explicit clearance from a licensed physician. Legal age may vary



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from state to state and it is entirely the responsibility of the purchaser to maintain awareness and observe all local laws. Products are not for sale to minors.

Buyer agrees to *Steding & Sons Mercantile (1836 Kratom)* and *Steding & Sons Apothecary (DBA Steding & Sons Allied Forces)* reserved right to limit and/or deny sales of products to any individual or business at our discretion. Buyer will never be charged for any product that is not provided. By clicking the Terms and Agreement checkbox at time of checkout the Buyer swears that all personal information the Buyer gives is true and accurate pertaining to the identity and physical address of the Buyer.

### **Restrictions: You are specifically restricted from all of the following**

- Using *Steding & Sons Mercantile (1836 Kratom)* and *Steding & Sons Apothecary (DBA Steding & Sons Allied Forces)* website in any way that is or may be damaging
- Using our website in any way that impacts user access to this Website
- Using [www.1836kratom.com](http://www.1836kratom.com) or [www.stedingandsons.com](http://www.stedingandsons.com) (or websites that point to them) contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person, or business entity
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to [www.1836kratom.com](http://www.1836kratom.com) or [www.stedingandsons.com](http://www.stedingandsons.com)
- Using [www.1836kratom.com](http://www.1836kratom.com) or [www.stedingandsons.com](http://www.stedingandsons.com) to engage in any advertising or marketing.
- Using the copyrighted content created at [www.1836kratom.com](http://www.1836kratom.com) or [www.stedingandsons.com](http://www.stedingandsons.com) on any other website without prior approval from our webmaster. If you would like to publish certain content on your website, please contact us and we will gladly work with you: [info@1836kratom.com](mailto:info@1836kratom.com)
- Certain areas of this Website are restricted from being accessed by you and *Steding and Sons Mercantile, LLC* may further restrict access by you to any areas of



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these websites, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

### No warranties

This Website is provided “as is,” and *Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces)* express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

### Refunds and Exchange Policy

**Thank you so much for your business, we are truly grateful!** This Website is provided “as is,” and *Steding & Sons Mercantile, LLC* express no representations or guarantees of certain perceived effects of products. By purchasing from our company, you agree to the following “Returns and Exchange Policy.” Returns and exchanges are limited to products purchased directly from, *Steding & Sons Mercantile*. If you have purchased from a 3rd party wholesaler/distributor, your purchase is subject to the terms and conditions of that business.

At *Steding & Sons*, we take immense pride in providing our stores with products that customers will love and come back to your store for. We understand that certain products sell better in certain places, and we want to support your ability to best serve your customers. We encourage all of our stores to stock their shelves in the *First In First Out* system, so that your store is able to make the most of each purchase and ensure that customers get fresh products.

### PRODUCT EXCHANGE:

*\*Product Exchange is limited to stores we are currently doing business with, defined as having placed an order within the last 4 months. **Maximum credit value is 50% of a store’s***



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**average monthly spend over the previous 12 month period. Maximum credit offered: \$5,000.** See below for details and limitations.

Any product may be exchanged for credit (in line with the customer's current tier) within 30 days of the date of delivery. If the product was sent in error, or there is a defect, we will gladly pay for shipping. If the retailer changed their mind or accidentally ordered the wrong product, shipping will be the purchaser's responsibility but we are happy to switch it out. After 30 days of purchase, products are not eligible for return or exchange until one year after the DOP. We take pride in the consistency of our products, but encourage you to look them over before shelving. Shipping can be rough sometimes!

### **OLD PRODUCT REPLACEMENT FOR CREDIT:**

Even when practicing *First In First Out*, sometimes things just don't sell as well as others and we are happy to replace them as detailed below.

**BASICS: One Year Window** (from 1 year after DOP, until 2 years after DOP)

*Items Which Have Not Been Repurchased – 100% Credit Eligibility – details below*

*Items Which Have Been Repurchased – 50% Credit Eligibility – details below*

*Beverage Products are not eligible for returns/exchange after 30 days of purchase.*

**Please inspect all items upon receipt.**

**After 30 Days DOP must exceed 1 Year, and be less than 2 years:** DOP must exceed one year for a product to be eligible for exchange. The DOP is in Roman Numeral format, and found on the product's lot number sticker (or stamp.) A product is no longer eligible for exchange if the DOP exceeds two years. Products which have *not* been repurchased are eligible for 100% credit and products that *have* been repurchased are eligible for 50% credit. If a store wishes to replace items, after the DOP exceeds one year, we will gladly credit any items that have **not** been reordered since the aged items were delivered, at 100% of the item's current box value (cost per item in box) at the customer's current tier. This offer is limited to one instance per customer, in a 12 month period, and the total value credited is limited to half the value of the



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customer's average monthly spend over the course of the previous 12 months. Maximum total credit offered, for *all* items = \$5K.

If a customer wishes to return any item that *has* been re-ordered since that date the requested exchange item was purchased, we will gratefully offer a 50% credit of the item's current box value (the cost per unit in a box) at the customer's current tier, on their next order upon receipt of the unsold item. The customer is responsible for shipping. This offer is limited to one instance per customer, during a 12 month period, and the total value credited is limited to half the value of the store's average monthly spend over the course of the previous 12 months. Maximum total credit offered, for *all* items = \$5K. \*This includes 50% & 100% Credits.

### **Beverage Products Exception - Any/all beverage products (defined as liquid products over 1oz) are not eligible for return/replacement after 30 days of purchase.**

Beverage products may only be exchanged if there is a factory defect or damage incurred during shipping. In general, these products sell fast, so this should not be an issue!

**Refunds:** We do not offer refunds, with the exception of a customer's first order according to our *Buyback Policy*, outlined below:

### **Buyback Policy – First Purchase Only**

Thank you so very much for your interest in *Steding & Sons Mercantile (1836 Kratom)* and *Steding & Sons Apothecary (DBA Steding & Sons Allied Forces)*. We strive for 100% customer satisfaction, and we firmly believe in our products. We believe they will be among your most popular, but if they are not, we will buy them back. **We offer a 90 day refund window for all new customers**, starting 60 days after the date of purchase: If the retailer is unsatisfied with our products, we will buy them back after 60 days and within a maximum of 150 days from the date of purchase.



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**Limits: Applies Only To First Order. Maximum Refund Total: \$5,000.** This offer only applies to a retailer's first order and is limited to a \$5,000 value. All subsequent sales are final. For information about returns & exchanges, please see our **Return & Exchange Policy**.

**Note:** If your customer is not satisfied with our products, please ask them to email [orders@1836kratom.com](mailto:orders@1836kratom.com) to submit their concerns. We will do our best to make it right! We are always happy to exchange any products that have a legitimate defect and *always* seek to err on the side of generosity.

**All reasonable attempts to sell the product must be made by the purchaser, including:**

- Product and provided promotional materials must be prominently displayed, visible to the customer for a minimum of 60 days before a refund request will be granted. We retain the right to request photos, and/or inspect a store before granting a refund.
- We will not buy back products for the reason of store closure or change in legal status.

If, after 60 days, all above steps have been taken, and over 50% of the initial order remains, *1836 Kratom* will gladly buy back the remaining product until 150 days after the date of purchase, with a limit of \$5,000. Refunds will be provided via check, or wire transfer, within 30 days of receipt of unsold goods.

**Please ship the remaining portion back to:**

*Steding & Sons Mercantile  
Attn: Returns  
1501 Panther Loop #7A  
Pflugerville, TX 78660*



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We will refund your shipping cost (UPS or FedEx Ground) with receipt of products. We are very proud of our products and we firmly believe that when properly promoted, they will become one of your store's most popular offerings! However, in the unlikely event that they don't sell, in spite of best efforts, we are still truly grateful for the opportunity.

Thank you so much! Please let us know how we can support your success!

### **Limitation of Liability**

In no event shall *Steding & Sons Mercantile LLC*, nor any of its officers, directors and employees, be held liable for anything arising out of, or in any way connected with your use of this Website whether such liability is under contract. *Steding & Sons Mercantile*, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website or products purchased from [www.1836kratom.com](http://www.1836kratom.com), [www.stedingandsons.com](http://www.stedingandsons.com) (or any web addresses which point to the aforementioned websites). ***Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces) are in no way responsible or liable for customers ignoring Terms and Conditions or falsely agreeing to the Terms and Conditions in order to proceed with payment and shipping of their products to any address.***

### **Indemnification**

You hereby indemnify to the fullest extent *Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces)* from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

### **Sever-ability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.



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### **Variation of Terms**

Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces) is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

### **Assignment**

Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces) is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

### **Entire Agreement**

These Terms constitute the entire agreement between *Steding & Sons Mercantile (1836 Kratom) and Steding & Sons Apothecary (DBA Steding & Sons Allied Forces)* and you in relation to your use of this Website, and supersede all prior agreements and understandings.

### **Governing Law and Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of the State of Texas and you submit to the non-exclusive jurisdiction of the state and federal courts located in these places for resolution of any disputes.

**Thank You So Much! We Are Truly Grateful For Our Customers.**