

ClayPeople Terms and Conditions

Agreement between User and <https://claypeople.net/>

Welcome to <https://claypeople.net/>. The <https://claypeople.net/> website (the "Site") is comprised of various web pages operated by ClayPeople. <https://claypeople.net/> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://claypeople.net/> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://claypeople.net/> is an E-Commerce Site.

We sell pottery supplies, including clay, tools, equipment, glaze and raw materials.

Electronic Communications

Visiting <https://claypeople.net/> or sending emails to ClayPeople constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

ClayPeople Shipping Policy

- **Delivery Times**
 - All orders are processed within 7 days of the order date. Orders are not shipped on Sundays or holidays.
 - If we are experiencing a high volume of orders, shipments may be delayed by a few days. Additionally, nationwide and global shipping delays (such as those caused by holiday volumes or inclement weather conditions) may have an impact on your estimated delivery date.
 - *Service is subject to shipping delays. Delivery times are estimates and not guarantees. Our store is not liable for any delays that may occur once your order has been shipped.
- **Tracking Your Order**
 - Once your order label has been created, you will receive a tracking email within 24 hours. Please allow the carrier up to 48 hours to reflect updates on their tracking page.

- **Returns and Exchanges**

- Returns and exchanges are accepted for most items purchased within 60 days with receipt. Items must be unused and undamaged for a refund.
- All shipping, handling, delivery and labor fees are non-refundable.
- Clay returns or exchanges of 250 lbs. or more are subject to a 20% restocking fee.
- Returns will NOT be accepted for:
 - Partially used items
 - Special order items
 - Equipment (kilns, wheels, slab rollers, etc.) Raw materials, use or unused.
- If your item arrives defective or incorrect, we'll email you a prepaid return label at no cost to you.
 - For all other returns (e.g., change of mind, wrong size item), a shipping fee will be deducted from your refund. Alternatively, you're welcome to use your own shipping method — just make sure the package includes your order number.
- To return an online order, you may bring the item into the store or send us an email at people@claypeople.net to start the return process.

- **Damaged Orders**

- If you received your order damaged, or if the order appears to be lost during shipping, always contact ClayPeople first. Do not attempt to file a claim with the carrier yourself. ClayPeople will file a claim on your behalf, and a refund or replacement may be issued pending your cooperation during the claim process.
- If your order arrives damaged, take a photo of all packing materials and damaged goods for claim evidence purposes. Notice of damage must be provided within 15 days of delivery.
- Photos of damaged items and both inner and outer packaging will be required when disclosing damage. Additional photos may be required throughout the claims process and are your responsibility, as the recipient, to provide them.
- Do not release any products or packaging to any other entity, including the carrier, repair estimate facilitator, etc. before consulting with ClayPeople. Doing so may risk invalidating the claim in progress and your ability to receive compensation for the lost or damaged item.

- **Missing Orders**

- If your order shows as delivered but you haven't received it, please follow these steps before contacting us:
 1. Check around your delivery location, including porches, side doors, mailrooms, and with neighbors or household members.
 2. Verify that the shipping address on your order confirmation is correct.
 3. Allow up to 48 hours after the "delivered" status, as carriers occasionally scan

packages before final drop-off.

- **If your package is still missing after 48 hours:**

- Contact us at people@claypeople.net with your order number. We'll file a claim with the carrier and work with you on a resolution, which may include a replacement or refund.
- Once your insurance claim is approved, we will send out a replacement order.
- **Please note:**
 - For high-value orders or repeated missing-package claims, we may request additional verification (such as a signed affidavit or police report) before processing a resolution.
 - We are not responsible for stolen packages

- **Package Marked "Picked Up" But Not Received**

- If your tracking shows the package was picked up at a post office, but you did not receive it, this may be due to a scanning error, a package sitting at a different facility than expected, or in rare cases, an unauthorized pickup.
- **Before contacting us, please:**
 1. Check with others at your address who may have picked it up.
 2. Visit your local post office in person with your tracking number — staff can often access more detail than what's shown online.
 3. File a Missing Mail Search Request at [\[usps.com/help/missing-mail\]](https://usps.com/help/missing-mail) using your tracking number.

- **If the package still cannot be located after 3 business days**

- Contact us at people@claypeople.net with your order number, and we'll work with you on a resolution, which may include a replacement or refund. As with other missing delivery claims, we may request documentation (such as a USPS case number or police report for suspected theft) before processing.

- **Invalid Address/Return to Sender**

- If the shipping address provided at checkout was incorrect or incomplete, we're unable to offer a refund or replacement, but we're happy to help you reorder. If the package is returned to us, we will contact you for address verification. If you do not respond with the correct address within one week, we will cancel your order. Orders returned due to an invalid address may be subject to a restocking fee.

- To re-ship your order to a corrected address, we will charge an additional shipping fee.
- **Return Due to Building/Delivery Restrictions**
 - Some buildings or delivery locations have restrictions that carriers cannot always account for in advance — for example, no package deliveries accepted on certain days, closed loading docks, gated access requiring a code, or front desks that refuse packages after a certain time. If a carrier is unable to complete delivery due to a restriction at the destination, the package may be returned to us as undeliverable.
 - We recommend including delivery notes at checkout (e.g., access codes, preferred delivery days, or "leave with concierge") to help carriers navigate building-specific requirements.
 - **If a restriction is known in advance and not noted at checkout, standard reshipping fees may apply.**
- **Undeliverable Due to Non-Pickup at Post Office**
 - If your package requires an in-person pickup at your local post office (for example, due to a signature requirement or delivery to a PO Box/General Delivery address) and is not collected within the carrier's holding period, it will be returned to us as undeliverable.
 - **In this case:**
 - The customer is responsible for the original shipping cost, which will not be refunded.
 - We will notify you by email once the returned package is received back at our facility.
 - You may request that we re-ship the order to a corrected address for an additional shipping fee.
 - **To avoid this:**
 - Watch for pickup notifications from USPS (left at your address or sent via text/email if you opted in).
 - Packages are typically held for [15 business days] before being returned to the sender — please retrieve your package promptly.
- **Customs, Duties, and Import Taxes**
 - All fees imposed during or after shipping are the responsibility of the customer (tariffs, taxes, etc.).

Warranty of Products:

Because the natural variance in clay, glaze, and other materials, as well as manufacturing errors, it is always essential to test every product and batch before use in production.

If you believe a product you purchased from ClayPeople is defective in any way, please reach out to People@claypeople.net within 60 days of purchase, with specifics, photos, and receipt number and we will do our best to resolve your issues. Please note, we are only responsible for ClayPeople branded products: Raw Materials, lusters, Wax, Darvan, Etc.

The warranty does **not** cover:

- Damage caused by defective products
- Damage due to shipping
- Improper use, storage or modification
- Fees Associated with testing possibly defective materials.
- Old or expired materials.
- Any shipping, return or replacement shipping

All other products (Clay, Glazes, kilns, Wheels, Etc.) are typically warrantied through their manufacturer's. If you believe your product has any issues, please email us with specifics, and we will work with you and the manufacturer to resolve your issue.

Disclaimer of Warranties the following is made in lieu of all warranties, expressed or implied: ClayPeople's only obligation shall be to replace such quantity of product proven to be defective by standard and accepted test methods for the Ceramic Industry. ClayPeople shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. There is no warranty for merchantability or fitness for purpose of the product. Before using, user shall determine the suitability of the product for their intended use and user assumes all risk and liability whatsoever in connection therewith.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that ClayPeople is not responsible for third party access to your account that results from theft or misappropriation of your account. ClayPeople and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

ClayPeople does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <https://claypeople.net/> only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

<https://claypeople.net/> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of ClayPeople and ClayPeople is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ClayPeople is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ClayPeople of the site or any association with its operators.

Certain services made available via <https://claypeople.net/> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://claypeople.net/> domain, you hereby acknowledge and consent that ClayPeople may share such information and data with any third party with whom ClayPeople has a contractual relationship to provide the requested product, service or functionality on behalf of <https://claypeople.net/> users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://claypeople.net/> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to ClayPeople that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of ClayPeople or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any

changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. ClayPeople content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of ClayPeople and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of ClayPeople or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by ClayPeople from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the ClayPeople Content accessed through <https://claypeople.net/> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless ClayPeople, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. ClayPeople 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 fully cooperate with ClayPeople in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a

single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and ClayPeople agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CLAYPEOPLE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLAYPEOPLE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CLAYPEOPLE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

ClayPeople reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ClayPeople as a result of this agreement or use of the Site. ClayPeople's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ClayPeople's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ClayPeople with respect to such use. If any part of this agreement is determined 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 will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the

user and ClayPeople with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ClayPeople with respect to the Site. 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 relating 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. It is the express wish to the parties that this agreement and all related documents be written in English.

Prop 65 Warning

You acknowledge that some of the products sold at ClayPeople can expose you to chemicals which is [are] known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Changes to Terms

ClayPeople reserves the right, in its sole discretion, to change the Terms under which <https://claypeople.net/> is offered. The most current version of the Terms will supersede all previous versions. ClayPeople encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

ClayPeople welcomes your questions or comments regarding the Terms:

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