

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30736
LANSING, MICHIGAN 48909

DANA NESSEL
ATTORNEY GENERAL

May 29, 2020

Direct Home Supplies
1799 Northfield Dr.
Rochester Hills, MI 48309

c/o Registered Agent: Raymond Morrow
201 W. Big Beaver Rd., Ste. 600
Troy, MI 48084

Re: *Notice of Intended Action – Direct Home Supplies*
AG No. 2020-0290932-A

Dear Direct Home Supplies:

This letter gives you notice of intended action in accordance with MCL 445.905(2) and provides you an opportunity to immediately cease and desist from engaging in the unlawful business practices described below.

As background, this Office is responsible for enforcement of the Michigan Consumer Protection Act, MCL 445.901 *et seq.* Under this Act, the Attorney General may bring injunctive actions to protect the interests of consumers. The Attorney General can also bring an action for money damages on behalf of affected consumers.

This Office received a consumer complaint showing you had offered to sell R95 face masks for \$108 each. This offer was made from autosupplies.com, and directed the consumer to contact mike@directhomesupplies.com. A copy of our special agent's report, and a screen shot of the solicitation, are included as Attachments A and B.

During a phone conversation with our investigator, Mike Solomich from Direct Home Supplies denied actually selling any of the face masks at this price. It should be observed, however, that simply making the offer manifests the intention to violate the MCPA. See MCL 445.905(1).

In light of your apparent intent to exploit the current fears over COVID-19 for economic gain, we took a closer look at your online activities generally. We observe that you transact business in both the Amazon and Walmart marketplaces.

On Amazon, you boast about the availability of over a million items. We also observe you are getting many negative reviews in both marketplaces, with more than half of your Amazon customers expressing dissatisfaction during a ninety-day period ending two weeks ago.

A review of our consumer complaint database reveals that we had one complaint against your business in 2017, which is included as Attachment C. Although we sent you that complaint asking for a response, you ignored our efforts. We also reached out to the Better Business Bureau, which supplied us fifteen complaints against your company from consumers throughout the United States and Canada. Those are included as Attachment D.

It is evident from those complaints and a comprehensive review of your website and online storefronts that you are almost certainly a drop shipping operation. In other words, you use websites to generate orders and payments from consumers, but then you simply order the product you have advertised from a different company for shipping to the consumer. You then profit off the difference. In some instances, your mark-ups are extremely high. For example, we observe (and have captured screen shots) showing your sale of Post-It Pop-Up Notes, 3 in x 3 in, 5 pads/pack, cape town collection at a price of \$16.47, plus free shipping. We found the identical item available online from Staples for \$8.66 plus free overnight shipping. Given the nature of your online business activities involves taking payments for items you purchase elsewhere at lower prices, we find misleading your statement in the Walmart marketplace that: "Direct Home Supplies allows home owners to buy products at discounted prices with quick, on time delivery."

A review of the various online complaints, as well as those to our Office and the BBB reveals some troubling trends. There are patterns of complaints where consumers either did not receive the items purchased or got something different than what they had paid for. This has occurred with a broad range of items including batteries, yarn, t-shirts, and shorts. The BBB even got a sour note from a consumer who did not get the saxophone she purchased. And the most uniquely troubling complaint came from a bibliophile reporting as follows:

Dear BBB Investigator, This reference (i) is not an "Original Classic Edition" as advertised on the Walmart web site. The real "Original Classic Edition" has color plate print illustrations ("Boz" images), courtesy of the author, Charles Dickens. The real "Original Classic Edition" should also be a hard-bound book in text size 14 point or larger. Lastly, there is no preface page(s) for copyright information to specify international protection for the author's work ("The Haunted Man and the Ghost's Bargain"). DIRECT HOME SUPPLIES apparently downloaded and printed free intellectual property from

eBook context, then wrapped this in a paper-back shell and pushed this fake off onto the un-suspecting public (on the Walmart Internet website). The referenced (i) paper-back is worth about \$.25 as an eBook (7 point text) print-out. DIRECT HOME SUPPLIES charged me \$ 11.00 for this fake (a knock-off, plaguerized (sic), piece of copyright piracy; the copyright annotations do not appear in the book's preface page(s))." [Attachment D, p 20.]

The various complaints and reviews reveal that, in most instances, the consumers are finding your company unresponsive to efforts to get refunds or replacements. Framed in Dickensian terms, Direct Home Supplies seems to have "Great Expectations" on the accumulation of wealth but is lacking in any of the traits that made Pip a sympathetic character. While your operation seems to be functioning well in processing payments from these consumers, service after that is more sporadic. Apparently aware of your own shortcomings, the terms and conditions on your website state: "We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected."¹

In these Terms, you even pretend that it does not matter that you have provided false information about the advertised products, and that you are allowed to raise the price without notice after an order is processed:

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). (*Id.* at Sec. 11).

These Terms go on to suggest you operate under a unique set of laws known only to you: "These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 1799 northfield drive rochester hills Michigan US 48309." (*Id.* at Sec. 18).

In reality, your business is subject to the laws of the State of Michigan. Among those laws is the Consumer Protection Act. Based on the above, the

¹ Direct Home Supplies, Terms of Service, available at: <https://directhomesupplies.com/pages/terms-of-service> (Attachment E, at Sec. 5).

Attorney General has probable cause to believe you are engaging in the following unfair trade practices made unlawful by the Act:

(c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have.

(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

(u) Failing, in a consumer transaction that is rescinded, canceled, or otherwise terminated in accordance with the terms of an agreement, advertisement, representation, or provision of law, to promptly restore to the person or persons entitled to it a deposit, down payment, or other payment, or in the case of property traded in but not available, the greater of the agreed value or the fair market value of the property, or to cancel within a specified time or an otherwise reasonable time an acquired security interest.

(y) Gross discrepancies between the oral representations of the seller and the written agreement covering the same transaction or failure of the other party to the transaction to provide the promised benefits.

(z) Charging the consumer a price that is grossly in excess of the price at which similar property or services are sold.

(aa) Causing coercion and duress as the result of the time and nature of a sales presentation.

(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

[MCL 445.903(1).]

You have ten days within which to provide this Office with assurances of voluntary compliance under the Act. To be acceptable to this Office, such assurances must include a mechanism to compensate consumers affected by your misconduct.

Direct Home Supplies

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May 29, 2020

This Office is taking steps to either file a civil lawsuit pursuant to MCL 445.905 or commence a formal investigation under MCL 445.907. Your response to this Notice will help us determine if one of these paths will be necessary.

We look forward to receiving your prompt response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrin F. Fowler". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Darrin F. Fowler (P53464)

Aaron W. Levin (P81310)

Assistant Attorneys General

Corporate Oversight Division

Attachment A



DEPARTMENT OF
ATTORNEY GENERAL
Financial Crimes Division

ORIGINAL DATE April 27, 2020	ATTY GEN CONSUMER PRO NUMBER [REDACTED]
DATE OF THIS REPORT May 1, 2020	FINANCIAL CRIMES DIVISION

SPECIAL AGENT NAME Martin May	AAG ASSIGNED Darrin Fowler	COMPLAINANT State of Michigan
STREET ADDRESS AND CITY OF INVESTIGATOR OFFICE 525 W. Ottawa St., Lansing, MI 48933 (517)335-7560		REPORT NUMBER AND CASE STATUS 1-Open

Report Type: Investigation – Autosupplies.com-Price Gouging Masks
Complaint/Nature of Incident: Price Gouging-Masks
Venue: To be determined

Complainant:

[REDACTED]

Suspect

Direct Home Supplies
d/b/a directhomesupplies.com
d/b/a autosupplies.com

1799 Northfield Dr.
Rochester Hills, MI 48309
888-415-5763

mike@directhomesupplies.com

Information:

On April 27, 2020 Supervising Special Agent Stephen Morse directed me (S/A Martin May) to investigate autosales.com for price gouging of masks.

Morse sent me a screenshot of an email which included the price for masks listed t \$108.00 per mask.

The email was submitted on March 20, 2020 by [REDACTED] using email address:

[REDACTED]

ON April 29, 2020 I visited the autosupplies.com website and observed 3mR95 masks offered for sale for \$108.80 per mask.

The “terms and conditions” tab of autosupplies.com directed me to contact mike@directhomesupplies.com. The Directhomesales.com “contact us” tab provided an address of 1799 Northfield Dr. Rochester Hills, Michigan.

Governor Whitmer’s Executive Order 2020-53 states in pertinent parts: a person must not offer for sale or sell any product in this state at a price that is more than 20% higher than what the person offered or charged for that product as of March 9, 2020, unless the person demonstrates

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Financial Crimes Division

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DATE OF THIS REPORT May 1, 2020	FINANCIAL CRIMES DIVISION

that the price increase is attributable to an increase in the cost of bringing the product to market or to an extraordinary discount in effect as of March 9, 2020.

Investigation

Complainant

On Wednesday April 29, I sent the complainant an email requesting contact or contact information. As of this report date, I have not received a response from complainant.

Suspect website

On April 29, 2020 I visited autosupplies.com and directhomesupplies.com. I took screenshots of the masks advertised at \$108.80 per as well as the contact us portion of both websites.

Oakland County Sheriff's Department

On April 28, 2020 I contacted the Oakland County Sheriff's Department Rochester Hills substation. I asked that a deputy confirm the address 1799 Northfield Drive existed. Later on April 28, an Oakland County Deputy called me stating 1799 Northfield Drive did exist. The building had a sign stating "Direct Hardwoods" on the door.

LARA Business Entity Search

Michigan Department of Licensing and Regulatory Affairs (LARA) maintains the Michigan Business Registration database. LARA records reflect that Direct Hardwood Flooring and Supplies was registered as a Limited Liability Company on July 22, 2010. Direct Home Supplies was assigned Business Identification Number 801558236.

On January 21, 2012 Direct Home Supplies and Hardwood Flooring registered the D/B/A Direct Home Supplies.

The 2020 annual statement (filed 11-19-19) for Direct Hardwood Flooring and Supplies LLC provide a registered agent named Raymond Morrow and phone number of [REDACTED]. Registered address of the office is provided as 201 W Big Beaver Rd. Troy, MI 48084.

Registered Agent Contact

On Friday May 1, 2020 I called [REDACTED]. The phone was answered by a Kemp Klein Law Firm. I spoke with Attorney Ray Morrow. Morrow confirmed that Mike Solomich was the proprietor and the phone number [REDACTED] "sounded right" for Solomich. I thanked Mr. Morrow for his call.

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Website Owner/Operator Contact

On Friday May 1, 2020 I spoke with Mike Solomich. The conversation was recorded. Solomich called from [REDACTED]. Solomich confirmed management of the Autosupplies.com website. Solomich stated the website was “non working, you can’t order from it.” Solomich denied selling any of the 95 masks to anyone. I explained the 3m mask pricing. Solimich apologized and stated he would remove the masks “immediately.” Solomich explained there are no merchant services connected to autosupplies.com. As such, an user can search for items on the website but cannot actually check out.

Immediately after speaking with Solomich, I attempted to purchase 3m masks from the website. I was unable to process a transaction.

After attempting the transaction, I emailed Solomich at: mike@directhomesupplies.com. I provided Solomich a screenshot of the masks in question. I also included the Governor’s Executive Order 20-53. I advised Solomich against pricing PPE in excess of 20% of his cost during the immediate Covid restrictions of Governor’s Order.

Within 20 minutes of speaking with Solomich the first time, Solomich called a second time. Solomich stated he had removed the masks from the website.

After speaking with Solimich the second time I revisited autosupplies.com. I was unable to bring up R95 masks.

On May 1, 2020 I provided this report to the Corporate Oversight Division for evaluation.

Report Status: Closed

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https://free-led.com/products/KN95-mask-20-pack?_pos=2&_sid=5c628d789&_ss=r

Want information about Utility Rebate Program's? Find Out

Free-LED.com

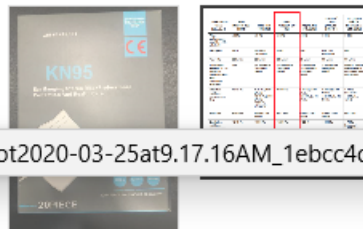
Home Catalog Why Free LED?

Home / KN95 mask 20 Pack

KN95 mask 20 Pack

Certification/ Class (Standard)	N95 (NIOSH-42C FR84)	FFP2 (EN 149-2001)	KN95 (GB2626-20 06)	P2 (AS/NZ 1716:2012)	Korea 1 st Class (KMOEL - 2017-64)	DS (Japan JMHLW- Notification 214, 2018)
Filter performance – (must be ≥ 95% efficient)	≥ 95%	≥ 94%	≥ 95%	≥ 94%	≥ 94%	≥ 95%
Test agent	NaCl	NaCl and paraffin oil	NaCl	NaCl	NaCl and paraffin oil	NaCl
Flow rate	85 L/min	95 L/min	85 L/min	95 L/min	95 L/min	85 L/min
Total inward leakage (TIL)* – tested on human subjects each performing exercises	N/A	≤ 8% leakage (arithmetic mean)	≤ 8% leakage (arithmetic mean)	≤ 8% leakage (individual and arithmetic mean)	≤ 8% leakage (arithmetic mean)	Inward Leakage measured and included in User Instructions
Inhalation resistance – max pressure drop	≤ 343 Pa	≤ 70 Pa (at 30 L/min) ≤ 240 Pa (at 95 L/min) ≤ 500 Pa (clogging)	≤ 350 Pa	≤ 70 Pa (at 30 L/min) ≤ 240 Pa (at 95 L/min)	≤ 70 Pa (at 30 L/min) ≤ 240 Pa (at 95 L/min)	≤ 70 Pa (w/valve) ≤ 50 Pa (no valve)
Flow rate	85 L/min	Varied – see above	85 L/min	Varied – see above	Varied – see above	40 L/min
Exhalation resistance - max pressure drop	≤ 245 Pa	≤ 300 Pa	≤ 250 Pa	≤ 120 Pa	≤ 300 Pa	≤ 70 Pa (w/valve) ≤ 50 Pa (no valve)
Flow rate	85 L/min	160 L/min	85 L/min	95 L/min	160 L/min	40 L/min
Exhalation valve leakage requirement	Leak rate ≤ 30 mL/min	N/A	Depressurization to 0 Pa ≥ 20 sec	Leak rate ≤ 30 mL/min	visual inspection after 300 L/min for 30 sec	Depressurization to 0 Pa ≥ 15 sec
Force applied	-245 Pa	N/A	-1180 Pa	250 Pa	N/A	-1,470 Pa
CO ₂ clearance requirement	N/A	≤ 1%	≤ 1%	≤ 1%	≤ 1%	≤ 1%

*Japan JMHLW-Notification 214 requires an Inward Leakage test rather than a TIL test.



PRODUCT DESCRIPTION

20 pack of KN 95 mask.
20 masks wrapped 10 and 10.

1 \$100.00

1/1728/3415/products/ScreenShot2020-03-25at9.17.16AM_1ebcc4d1-dabe-4bc3-976c-4220d79f5902.png?v=15;

**DEPARTMENT OF
ATTORNEY GENERAL**
Financial Crimes Division

ORIGINAL DATE April 27, 2020	ATTY GEN CONSUMER PRO NUMBER [REDACTED]
DATE OF THIS REPORT May 1, 2020	FINANCIAL CRIMES DIVISION

Report Status: Closed

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Attachment B

Quick Shipping Every order ships within 24 hours



3M AUTOMOTIVE
R95 Particulate (3M-7186) 051131071865

\$108.80

QUANTITY

- 5 +

- Free shipping
- 99.99% delivery within 2 business days

ADD TO CART

BUY IT NOW

Filtering Facepiece Style Respirator Designed To Help Provide Reliable Worker Protection Against Certain Oil And Non-Oil Based Particles.

- Search
- Terms of Service
- Refund Policy
- Privacy Policy

SIGN UP AND SAVE

Subscribe to get special offers, free giveaways, and once-in-a-lifetime deals.

Enter your email



Powered by Shopify

Attachment C

Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: [REDACTED]

Submitted: 4/9/2017 8:39:28 AM

Consumer Information

Your Last Name: [REDACTED] First Name: John M.I.: [REDACTED]
Your Street Address: [REDACTED] City: Traverse City
Your State: MI Zip Code: 49684
Your County:
Your Home Phone: [REDACTED] Your Work Phone: [REDACTED] Ext.:
Fax Number: [REDACTED] E-mail Address: [REDACTED]
Are you a veteran or active-duty service member? [REDACTED]

Primary Company Or Person Your Complaint Is About

Company or Person? Company
Complainee Last Name: Complainee First Name:
Company Name: Direct Homesupplies City: Rochester Hills
Street Address: 1799 Northfield Drive Zip Code: 48309
State: MI Phone: 8884155763
County: Oakland E-mail Address:
Fax Number: Product Offered: Battery tender plus
Web Site Address: www.directhomesupplies.com
Primary Jurisdiction: None

Secondary Company Or Person Your Complaint Is About

Company or Person? Company
Complainee Last Name: Complainee First Name:
Company Name: Walmart City: Bentonville
Street Address: 702 Sw 8Th St Zip Code: 72716
State: AR Phone: 4792734000
County: E-mail Address: info@wal-mart.com
Fax Number: 4792771830
Web Site Address: walmart.com

Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year:
Vehicle VIN No.:

Complaint Information

Incident Date\Time: 2/20/2017 4:07:00 PM
Incident Location:
Approximate Monetary Value: \$82.38
Did you sign a contract? False
Where did you sign this contract?
Is a court action pending? False
Do you have an attorney representing you on this matter? False
Are you willing to testify in court regarding this complaint? False
Did you complain directly to the business? True

What was the response from the business? They would not return my calls
If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? False

Do you think were targeted for unfair treatment due to your status as a veteran or active-duty service member? False

Complaint Detail/Inquiry Information

I ordered a battery tender plus from walmart.com. The battery tender plus is a 12volt battery charger. What was sent to me was a battery tender junior which is a 6volt battery charger. I attempted to return it at my local walmart but they told me that I have to return it to the market place company that they have contracted with to sell this product. I called and emailed direct home supplies, the market place company that sold it to me, to find out their return policy but they would never return my calls or emails. This product was advertised as one thing but shipped as another. I believe that this company commits fraud by misrepresenting their products and then does not provide an avenue for a return.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(*)I certify that the information on this form is true and accurate to the best of my knowledge.

(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

Attachment D

Direct Home Supplies

Case #: 12264998

Consumer Info: [REDACTED] Kendra
[REDACTED]
Crofton, MD 21114
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 7/16/2017 4:22:33 PM

Nature of the Complaint: Advertising Issues

Consumer's Original Complaint:

Advertise products for sale and when the product arrives it is not the advertised product.

Consumer's Desired Resolution:

I would like to receive the advertised item.

Complaint Timeline

- 07/17/2017** Assignment Changed: From: [REDACTED] **ODR User**
- 07/18/2017** Pending initial BBB review: Process complaint [REDACTED]
- 07/18/2017** Assignment Changed: From: [REDACTED] **ODR User**
- 07/18/2017** Pending Consumer Clarification: Action taken [REDACTED]
- 07/28/2017** Clarification received: Action Taken: Extranet [REDACTED]
- 07/31/2017** Resolved: Manual state change [REDACTED]

Complaint Messages

07/28/2017 - [REDACTED]
Respond to Complaint

The issue has been resolved. I have received a credit for the product.

Thanks for your help and assistance.

Direct Home Supplies

Case #: 12565429

Consumer Info: [REDACTED], Nick
[REDACTED]
Bedford, OH 44146
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

Date Filed: 12/19/2017 8:22:40 AM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

I purchased a product on Dec. 8, 2017 and part of the item arrived on Dec. 12 2017. I immediately contacted them to inform them I was missing box #2 of 2. Over the next few days I had received some contact with a customer service rep but nothing was ever settled. I was told last they are looking into the issue and the supplier wanted to know what parts I was missing. I gave that information on Dec. 15 2017 and have yet to get a response.

Consumer's Desired Resolution:

Please send missing parts or resend a new order. My original order can be returned with a prepaid label.

Complaint Timeline

- 12/19/2017** Pending initial BBB review: Process complaint
[REDACTED]
- 12/19/2017** Pending initial Business response: Action taken
[REDACTED]
- 12/27/2017** Follow up sent to Business: Change mode
Threshold Application
- 12/27/2017** Analyst to Take Action: Action Taken
Threshold Application
- 01/02/2018** Follow up sent to Business: Action taken
[REDACTED]
- 01/13/2018** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 12863860

Consumer Info: [REDACTED] Robbie
[REDACTED]
La Porte, TX 77571
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

Date Filed: 5/18/2018 8:43:45 AM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

Wrong items were shipped. Was told they would refund within 24 hours of receiving merchandise. They received on May 9th. I have contacted them at least 4 times and now get automated responses that they will "dig a little deeper and get back with a response" when they are already aware of the problem. They were a 3rd party vendor on Walmart's website and I have contacted them as well and they are also monitoring the emails we have exchanged but no resolution as of yet.

Consumer's Desired Resolution:

I am requesting a full refund for the 2 shirts I ordered \$11.64 and \$9.52 and any applicable taxes plus my shipping fees for their mistake.

Click-N-Ship® Payment Details

Transaction Date/Time: 05/06/2018 01:00 PM CDT

Transaction Amount: \$6.70

Payment Method: PayPal

Complaint Timeline

- 05/23/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 06/01/2018** Pending initial Business response: Action taken
[REDACTED]
- 06/09/2018** Follow up sent to Business: Change mode
Threshold Application
- 06/09/2018** Analyst to Take Action: Action Taken
Threshold Application
- 06/11/2018** Follow up sent to Business: Action taken
[REDACTED]
- 06/22/2018** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 12996141

Consumer Info: [REDACTED], Dan
[REDACTED]
Portland, OR 97219
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 7/29/2018 2:44:20 AM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

On 7/1 I ordered a pair of 100% cotton Russell athletic shorts through the Walmart website. I was informed at that time that the order would be fulfilled by Direct Home Supplies. My order arrived on 7/7, but the athletic shorts were not the ones I ordered - they were 100% polyester. I immediately sent Direct Home Supplies an email informing them of the mistake and asking that they send me the correct shorts. I received a canned email back from them in the middle of the night saying they were digging deeper into my problem. Nothing happened for 4 days so I sent them another email on 7/12 saying I wanted to hear back right away about what was happening or I would be forced to contact the Better Business Bureau. I received the same canned email back. On 7/16 I did receive an email saying they were checking with the warehouse. On 7/23 I sent an email saying that this was getting ridiculous and that I needed a refund right away. I got the same canned email back. At this point it is obvious that Direct Home Supplies is just hoping I will give up and has no intention of sending the correct pair of athletic shorts or refunding my money. I have included my phone number in my communication, but that hasn't helped.

Consumer's Desired Resolution:

The sorts cost \$10.20, but for all the trouble they've put me through I think they should also include \$15.00 compensation bringing the total they owe me to \$25.20.

Complaint Timeline

- 07/30/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 07/30/2018** Pending initial Business response: Action taken
[REDACTED]
- 08/07/2018** Follow up sent to Business: Change mode
Threshold Application
- 08/07/2018** Analyst to Take Action: Action Taken
Threshold Application
- 08/07/2018** Follow up sent to Business: Action taken
[REDACTED]

08/18/2018

No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13000409

Consumer Info: [REDACTED], Jennifer
[REDACTED]
Cambridge, ON N3C 4E1
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

Date Filed: 7/31/2018 2:10:13 PM

Nature of the Complaint: Product Issues

Consumer's Original Complaint:

Ordered 4 packs of yarn from walmart.ca that were supposed to contain 3 skeins of yarn. After waiting 1 month for it to arrive, I only received 1 ball of each colour. I tried to contact them multiple times with no response aside from the automated emails that they're looking into it. Walmart has tried to contact them also and cannot get a response after 3 weeks.

Consumer's Desired Resolution:

To complete my order with the missing 8 skeins of yarn

Complaint Timeline

- 08/01/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 08/01/2018** Pending initial Business response: Action taken
[REDACTED]
- 08/09/2018** Follow up sent to Business: Change mode
Threshold Application
- 08/09/2018** Analyst to Take Action: Action Taken
Threshold Application
- 08/09/2018** Follow up sent to Business: Action taken
[REDACTED]
- 08/20/2018** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13143950

Consumer Info: [REDACTED], Ashley
[REDACTED]
Whitby, ON L1N 4C5
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 10/10/2018 3:35:58 PM

Nature of the Complaint: Delivery Issues

Consumer's Original Complaint:

I placed an order via Walmart and direct home supplies is a third party supplier. I have waited over 2 weeks past the delivery date with no product and no update on the tracking site. When I called Walmart they said I had to contact them direct yet they don't respond to calls or emails. I just want a refund and will never purchase from them again!

Consumer's Desired Resolution:

I would like a full refund for what I paid for the product t which is 17.50!! I will never use this supplier again and I'm even considerikg not using Walmart either.

Complaint Timeline

- 10/11/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 10/11/2018** Pending initial Business response: Action taken
[REDACTED]
- 10/19/2018** Follow up sent to Business: Change mode
Threshold Application
- 10/19/2018** Analyst to Take Action: Action Taken
Threshold Application
- 10/19/2018** Follow up sent to Business: Action taken
[REDACTED]
- 10/30/2018** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13163951

Consumer Info: [REDACTED], Kimberly
[REDACTED]
Calgary , AB T1y 1h9
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 10/20/2018 8:41:27 PM

Nature of the Complaint: Customer Service Issues

Consumer's Original Complaint:

I ordered an item online on July.24/2018 through the Walmart site, which was an order processed and shipped through a 3rd party (direct home supplies). The order was 4 shirts. On August 7 I received an email saying my order was ready for pickup at Walmart, I picked it up but I only received 2 shirts. From that date I tried for over a month to contact direct home supplies via phone calls at various days of the week and times of the day (they never answered the phone or allowed for a voicemail to be left), and by email (I only received automated messages saying they would look into it and get back to me, which they never did). This whole time Walmart stated they were unable to help as it is up to direct home supplies. Finally I became frustrated of this, and began dealing with managers at Walmart for help and have finally as of today (oct. 20th /2018- 3 months and 2 days later) fully resolved the issues (gotten my refund for items I never received, and returned the other two shirts I did not want anymore). I still have not received any contact from direct hone supplies, and had it not been for the fact I ordered through Walmart, I would never have received a refund for 2 items I never received (roughly \$74.96). since having these issues I looked online and have found many complaints similar to mine where they either don't get their order, or don't get the proper order and can not get ahold of the company. IF YOU ORDER FROM DIRECT HOME SUPPLIES YOU WILL MOST LIKELY NOT GET YOUR PROPER ORDER, IF YOU GET IT AT ALL, AND YOU WILL DEFFINATLY NOT BE ABLE TO REACH THE COMPANY TO RESOLVE THE ISSUE. I have emails and phone records as proof.

Consumer's Desired Resolution:

Desired outcome is to warn people of this terrible customer service which could potentially put someone out a lot of money.

Complaint Timeline

- 10/23/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 10/23/2018** Information Only: Action taken
[REDACTED]

Direct Home Supplies

Case #: 13198388

Consumer Info: [REDACTED], David
[REDACTED]
Bethany, OK 73007
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 11/8/2018 10:21:43 PM

Nature of the Complaint: Delivery Issues

Consumer's Original Complaint:

I purchased a item from them that was never shipped. I emailed them multiple times to get the run around. Finally I was given a UPS tracking number. 30 minutes later I was given a USPS tracking number. After 2 days the item was never shipped. I emailed them to get a email saying that I was getting a refund. No reason why pretty much was given the run around.

Consumer's Desired Resolution:

Just a reason why the product was never shipped and why the were so fast just to do a refund and not ship the product.

Complaint Timeline

- 11/09/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 11/09/2018** Pending initial Business response: Action taken
[REDACTED]
- 11/17/2018** Follow up sent to Business: Change mode
Threshold Application
- 11/17/2018** Analyst to Take Action: Action Taken
Threshold Application
- 11/29/2018** Follow up sent to Business: Action taken
[REDACTED]
- 12/10/2018** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13263583

Consumer Info: [REDACTED], Rodel
[REDACTED]
Toronto, ON M9A 5H1
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 12/13/2018 11:54:57 AM

Nature of the Complaint: Product Issues

Consumer's Original Complaint:

I placed an order through Walmart.ca. Order Date:November 26, 2018 Number of Items:2 It has been more than 24HRS since my first message.i have been waiting for this order for weeks. Walmart says it's been shipped but UPS TRACKING says ORDER PROCESS: READY FOR UPS. It hasn't changed status or moved in weeks. The item on Walmart online is no longer available. And the order can no longer be canceled. I received an email that 1 of 2 items has been refunded. I didn't not get any messages from either Walmart or Direct Home Supplies about "only one item is available, or do I still want the item?", or "cancellation of one item", etc. I did not request or authorize my order to be "just one item". I am tired of this. I want a complete refund.

Consumer's Desired Resolution:

I want a complete refund.

Complaint Timeline

- 12/14/2018** Pending initial BBB review: Process complaint
[REDACTED]
- 12/14/2018** Pending initial Business response: Action taken
[REDACTED]
- 12/22/2018** Follow up sent to Business: Change mode
Threshold Application
- 12/22/2018** Analyst to Take Action: Action Taken
Threshold Application
- 01/02/2019** Follow up sent to Business: Action taken
[REDACTED]
- 01/10/2019** No response: Manual state change
[REDACTED]

Direct Home Supplies

Case #: 13341337

Consumer Info: [REDACTED], Lynn
[REDACTED]
Hillsborough, NC 27278
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 1/23/2019 9:39:59 AM

Nature of the Complaint: Product Issues

Consumer's Original Complaint:

I ordered a lighted makeup mirror through Amazon from this company. I received a men's xxlarge blue t-shirt instead. I contacted the seller through Amazon and received a response from "Christopher" that he would "look into" the problem. I now see from Amazon seller reviews that this same thing has happened to a number of other customers.

Consumer's Desired Resolution:

I would like a refund for \$19.37 to cover the cost of the item with tax. I also want this storefront off Amazon in light of the number of large fraudulent reports I see. If you have any information how I can send such a request to Amazon directly, please let me know.

Complaint Timeline

- 01/25/2019** Pending initial BBB review: Process complaint
[REDACTED]
- 01/25/2019** Pending initial Business response: Action taken
[REDACTED]
- 02/02/2019** Follow up sent to Business: Change mode
Threshold Application
- 02/02/2019** Analyst to Take Action: Action Taken
Threshold Application
- 02/04/2019** Follow up sent to Business: Action taken
[REDACTED]
- 02/15/2019** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13365562

Consumer Info: [REDACTED] Mary
[REDACTED]
Lancaster, SC 29720
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 2/4/2019 10:47:53 PM

Nature of the Complaint: Product Issues

Consumer's Original Complaint:

I ordered 4 skeins of knitting yarn from this company. I received notice that it had been shipped with a UPS tracking number but UPS never received the package. I never received the goods purchased. I emailed the company with no response. My credit card was charged on the date it was supposedly shipped. I have disputed the charge with my bank.

Consumer's Desired Resolution:

Either goods or refund.

Complaint Timeline

- 02/05/2019** Pending initial BBB review: Process complaint
[REDACTED]
- 02/05/2019** Pending initial Business response: Action taken
[REDACTED]
- 02/13/2019** Follow up sent to Business: Change mode
Threshold Application
- 02/13/2019** Analyst to Take Action: Action Taken
Threshold Application
- 02/19/2019** Follow up sent to Business: Action taken
[REDACTED]
- 03/02/2019** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13406997

Consumer Info: [REDACTED] Kathleen
[REDACTED]
Virginia Beach, VA 23464
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 2/25/2019 2:47:10 PM

Nature of the Complaint: Service Issues

Consumer's Original Complaint:

On Feb 12 2019 I purchased an item from Direct Home Supplies online. I have not received my order. I have sent 2 emails to amazon@directhomesupplies.com, based on the email address given in the shipping confirmation email sent by Direct Home Supplies. I have also called Direct Home Supplies at 888-415-5763 several times during store hours and have gotten a voice mail, but can not leave a message. The email address walmart@directhomesupplies.com they give on their voice message is different than the one in the shipping confirmation email. I was given a USPS tracking number but the status on the tracking number says Feb 13, 2019 at 2:15 am Picked up by Shipping Partner, USPS Awaiting Item Rochester, MI 48309. I would like to get my money refunded at this point. This has been a frustrating process.

Consumer's Desired Resolution:

I would like a full refund of my money - \$31.95

Complaint Timeline

- 02/26/2019** Pending initial BBB review: Process complaint
[REDACTED]
- 02/26/2019** Pending initial Business response: Action taken
[REDACTED]
- 03/06/2019** Follow up sent to Business: Change mode
Threshold Application
- 03/06/2019** Analyst to Take Action: Action Taken
Threshold Application
- 03/08/2019** Follow up sent to Business: Action taken
[REDACTED]
- 03/19/2019** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13409172

Consumer Info: [REDACTED] Michael
[REDACTED]
Highland, NY 12528
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 2/26/2019 12:22:02 PM

Nature of the Complaint: Delivery Issues

Consumer's Original Complaint:

I ordered and my VISA card was charged for a product that I was told would ship within 24hrs. I have not received the item, the USPS Tracking # they sent me is invalid, they have not replied to any of the many emails I have sent and their phone goes to a recording on which you can NOT leave a message.

Consumer's Desired Resolution:

I want my VISA card credited for the amount of the purchase.

Complaint Timeline

- 02/26/2019** Pending initial BBB review: Process complaint
[REDACTED]
- 02/26/2019** Pending Consumer Clarification: Action taken
[REDACTED]
- 03/25/2019** Invalid Complaint: Action taken
[REDACTED]

Direct Home Supplies

Case #: 13417299

Consumer Info: [REDACTED] Betty
[REDACTED]
New York, NY 10003
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 3/1/2019 5:20:52 PM

Nature of the Complaint: Delivery Issues

Consumer's Original Complaint:

I ordered 2 skeins of Lion brand Woolspun yarn in Orchid and 2 skeins of Lion brand Woolspun yarn in Periwinkle. I received only the orchid. I never received the periwinkle. I have not received any response to several emails and one phone call.

Consumer's Desired Resolution:

Deliver the product or credit my credit card with 1/2 of the total price of \$30.15.

Complaint Timeline

- 03/04/2019** Pending initial BBB review: Process complaint
[REDACTED]
- 03/04/2019** Pending initial Business response: Action taken
[REDACTED]
- 03/12/2019** Follow up sent to Business: Change mode
Threshold Application
- 03/12/2019** Analyst to Take Action: Action Taken
Threshold Application
- 03/12/2019** Follow up sent to Business: Action taken
[REDACTED]
- 03/23/2019** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 13441813

Consumer Info: [REDACTED] Brenda
[REDACTED]
Glen Carbon, IL 62034
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

<http://www.directhomesupplies.com>

Date Filed: 3/13/2019 7:03:56 PM

Nature of the Complaint: Product Issues

Consumer's Original Complaint:

I have ordered a Purple and Gold Lazarro Straight Soprano Saxophone twice. And each time I try to buy it they refunded my money because they don't have the product for \$81.74. This saxophone is sold by it's maker for \$229.99 Lazarro Company.com. Directhomesupplies sells it on Google Express for much cheap but hasn't produced the product. Now I have to dispute the charge to my bank because they hold the money for 10 business days.I am disappointed I didn't get what I tried to buy twice.

Consumer's Desired Resolution:

I want them to deliver the product they advertise or take it off the internet as a product being sold. It is False advertising.

Complaint Timeline

- 03/14/2019** Pending initial BBB review: Process complaint
[REDACTED]
- 03/14/2019** Pending Consumer Clarification: Action taken
[REDACTED]
- 03/25/2019** Invalid Complaint: Action taken
[REDACTED]

Direct Home Supplies

Case #: 13558056

Consumer Info: [REDACTED], Stephanie
[REDACTED]
Lake Villa, IL 60046
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

Date Filed: 5/14/2019 11:49:00 AM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

I returned an item to Direct Home Supplies 2 months ago, following the instructions provided on their website. USPS tracking stated that the package was delivered, but I have yet to receive my funds. I have emailed all of the possible email addresses for the company and have called multiple times per day over the course of many days and every single time, I get a recording. It's infuriating. Can someone please help me get my money back?

Consumer's Desired Resolution:

I would like my money back for the item I returned.

Complaint Timeline

- 05/14/2019** Automation: Auto Process
Complaint Form
- 05/14/2019** Pending Consumer Clarification: Action taken
[REDACTED]
- 05/14/2019** Clarification received: Action Taken: Extranet
[REDACTED]
- 05/16/2019** Pending initial Business response: Action taken
[REDACTED]
- 05/24/2019** Follow up sent to Business: Change mode
Threshold Application
- 05/24/2019** Analyst to Take Action: Action Taken
Threshold Application
- 05/24/2019** Follow up sent to Business: Action taken
[REDACTED]
- 06/04/2019** No response: Action Taken
Threshold Application

Complaint Messages

05/14/2019 - Stephanie [REDACTED]

Respond to Complaint

Hello,

I have attached the pdf with the information regarding the return. Please let me know if more clarification is needed.

Thank you!

Stephanie

Direct Home Supplies

Case #: 13840785

Consumer Info: [REDACTED] melanie
[REDACTED]
Surrey, BC V4P 1C4
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

Date Filed: 9/17/2019 5:21:23 PM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

I purchased 10 large ***** of yarn and received miniture ones instead. I dontacted the company who said they will refund the money once I returned the product. They have receieved the product and claimed numerous times that they have refunded my credit card but no refund has been applied to my credit card. I have emailed and called them four times.

Consumer's Desired Resolution:

I require a refund of \$126.50 CAD as detailed in their email to me.

Complaint Timeline

- 09/17/2019** Automation: Auto Process
Complaint Form
- 09/20/2019** Pending initial Business response: Action taken
[REDACTED]
- 09/28/2019** Follow up sent to Business: Action Taken (Sent to Mailing House)
Threshold Application
- 10/09/2019** No response: Action Taken
Threshold Application

Direct Home Supplies

Case #: 14024519

Consumer Info: [REDACTED], r
[REDACTED]
Joppa, MD 21085
[REDACTED]
[REDACTED]

Business Info: Direct Home Supplies
1799 Northfield Drive
Rochester Hills, MI 48309
(888) 415-5763

Date Filed: 12/12/2019 1:29:57 PM

Nature of the Complaint: Product Issues

Consumer's Original Complaint:

Subject: Web site operator as co-conspirator in Internet fraud. Reference: (i) Recently received book "The Haunted Man and the Ghost's Bargain", "The Original Classic Edition", ISBN: 9781742445120, product ID 9781742445120, from DIRECT HOME SUPPLIES, purchased using Walmart Internet website; (ii) DIRECT HOME SUPPLIES 1799 Northfield Drive Rochester Hills, MI 48309 - 3819 (iii) Violations of international copyright infringement law and internet fraud. Dear BBB Investigator, This reference (i) is not an "Original Classic Edition" as advertised on the Walmart web site. The real "Original Classic Edition" has color plate print illustrations ("Boz" images), courtesy of the author, Charles Dickens. The real "Original Classic Edition" should also be a hard-bound book in text size 14 point or larger. Lastly, there is no preface page(s) for copyright information to specify international protection for the author's work ("The Haunted Man and the Ghost's Bargain"). DIRECT HOME SUPPLIES apparently downloaded and printed free intellectual property from eBook context, then wrapped this in a paper-back shell and pushed this fake off onto the un-suspecting public (on the Walmart Internet website). The referenced (i) paper-back is worth about \$.25 as an eBook (7 point text) print-out. DIRECT HOME SUPPLIES charged me \$ 11.00 for this fake (a knock-off, plagerized, piece of copyright piracy; the copyright annotations do not appear in the book's preface page(s)). I was expecting, for the \$ 11.00 price, an "Original Classic Edition", a hard-bound rendition in 14 point text, with reproduced color print-plate illustrations, as per the real "Original Classic Edition" *. DIRECT HOME SUPPLIES must think it is OK to swindle the buyer and undermine customer confidence in the Walmart website.

Consumer's Desired Resolution:

DIRECT HOME SUPPLIES or Walmart to issue a \$ 10.00 refund to the purchaser as a credit card refund, since the eBook print-out that I received is not worth more than 25 cents for the cheap paper. It is CERTAINLY NOT an "Original Classic Edition", which should include 14 point typeface and the color illustration reproductions (from the author's custom plates) that the author painstakingly created for this book.

Complaint Timeline

12/12/2019 Automation: Auto Process
Complaint Form

12/18/2019 Pending initial Business response: Action taken
[REDACTED]

12/26/2019

Follow up sent to Business: Action Taken (Sent to Mailing House)
Threshold Application

01/05/2020

No response: Action Taken
Threshold Application

▪

Attachment E

Terms of Service

TERMS OF SERVICE

OVERVIEW

This website is operated by Direct Home Supplies. Throughout the site, the terms “we”, “us” and “our” refer to Direct Home Supplies. Direct Home Supplies offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the

posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of

this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Direct Home Supplies, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted,

transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Direct Home Supplies and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in

respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 1799 northfield drive rochester hills Michigan US 48309.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at mike@directhomesupplies.com.

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