# **SALES POLICIES**

# **ORDERING:**

- No minimum order is ever required by us.
- All purchase orders and cancellations must be issued IN WRITING and faxed, mailed, entered online or e-mailed to us.

  Customer cancellations must be confirmed IN WRITING.

We will cancel orders remaining open in excess of 10 days from date of PO receipt or from customer required ship date, unless otherwise noted.

- All orders for items that are in stock will be expedited/shipped within a 48 hour period upon receipt of a confirmed purchase order in writing.
- If any item in your purchase order is not in stock, you will be notified. Upon notification, you will have the following three options to choose from in regard to your order:
  - 1. Ship the items that are available now and back order the out of stock items. (Split-shipment)
  - 2. Hold the order until all items are in stock and then ship the entire order complete. (Hold and Consolidate)
  - 3. Ship the items that are available now and cancel the order for items not in stock.

### **TERMS OF SALE:**

- All dealers may choose to apply for credit terms with us by completing our credit application. Upon approval of the credit application, net 30 days terms will be extended to you along with a pre-set maximum credit limit. There is an automatic late penalty fee of \$24 for any invoice that is not paid within 30 days from the date of our invoice. In addition, past due accounts are subject to a finance charge of 1.5% per month, which is 18% annually. Any check returned for insufficient funds will be assessed a \$25 fee.
- For clients with no credit account, full payment in advance will be required for all orders. Payment must be received within 48 hours to retain available inventory.
- We reserves the right to adjust pricing at any time.

#### SHIPPING INFORMATION: F.O.B. Factory

- Our responsibility ceases and title of goods is passed to the customer when a shipment is accepted for transportation by any carrier from our factory/warehouse (Commerce or Atlanta). Carrier routing will be established by us if it is not otherwise indicated on Client's purchase order.
- . The customer is responsible for any applicable fee's associated with address corrections made after the product has left our facility.
  - All freight charges for shipments will be added to the invoice and billed to the customer unless otherwise instructed on the purchase order.
- Customers do have the option to designate their own Carrier and make payment for freight charges directly to their Carrier. In such cases, the instructions for shipping must be stated clearly on the purchase orders and a \$4.00 per carton S&H fee will be billed as a separate line item on your invoice.
- For 3<sup>rd</sup> Party Shipments, if any shipment is received damaged, please note the damage on the Carrier freight bill at the time of acceptance and immediately file a claim for appropriate damages with the Carrier. Any concealed damages must be reported to the transportation company within 15 days from the date of delivery. All damaged merchandise claims must be filed directly with the delivering Carrier.
- Shipping quotes are valid only until expiration date.
- Will call orders will be held for 24 hours maximum.

#### **RETURN POLICY:**

If you are not satisfied with your merchandise, or if you find that it is defective or damaged, it may be returned or exchanged within 30 days of the original purchase date from us with proof of purchase.

- After 30 days, we will replace the defective or damaged parts and components based on the guidelines within the limited warranty.
- A Return Merchandise Authorization (RMA) number must be obtained to process the return and is valid for 30 days from date issued and must be included with the returned product.
- Merchandise returned free of defects or damages must be returned in its original packaging and in re-saleable condition. Customer must return the merchandise freight
  prepaid to designated location. We will not refund to customer the original shipping charges. In addition, we can assess up to a 25% restocking fee against the
  Customer's account on all non-defective returns for refund/exchange.
- Credit for the full cost minus shipping and processing fees, where applicable, will be issued to customers upon receipt of the returned merchandise.
- Damages due to freight carrier mishandling and/or concealed damage, must be reported within 5 days of receipt of product. Credit for damaged merchandise will be issued
  to customers upon resolution of the claim to the freight carrier on behalf of the customer.
- Damages done when shipping 3<sup>rd</sup> party are not covered in this return policy. Customer will be responsible for any claims that need to be filed with the 3<sup>rd</sup> party carrier, both Trucking and Fed Ex/UPS.

# **PRODUCT POLICY:**

All products are subject to change. Measurements and finishes are subject to slight variations.

## SIX-YEAR LIMITED WARRANTY FOR CHAIRS

We want you to be happy with our products. When used and maintained properly, they will provide you with years of satisfaction.

Our chairs are warranted against manufacturing defects in material and workmanship for six years from the ORIGINAL DATE OF RETAIL PURCHASE with the following ex ceptions: Upholstery materials, foam, gas cylinders, wood components and control mechanisms. Upholstery materials and foam are warranted against unusual wear or deterioration and gas cylinders, wood components, and controls against structural failure or unusual wear for TWENTY-FOUR months.

Thewarranty obligation is limited to the replacement or repair, of defective parts and components. The warranty of this product is null andvoid if the product is subject to negligence, abuse, misuse, modification, accident, or if the customer does not perform the necessary maintenance outlined below. The warranty is only applied to the original retail purchaser of the product and will not be honored if the product is resold.

Should any component be found to be defective under normal single shift usage (eight hours a day), that component will be replaced free of charge. In order to get the replacement part, please return the product or part to the dealer from whom it was purchased. The dealer will send the defective part to the manufacturer, freight prepaid. The manufacturer will replace the defective parts and send them to the dealer, freight prepaid. The manufacture is not responsible for labor and/or redelivery charges. Customers must be responsible for maintenance of this product including assembly, cleaning, and making sure all hardware is securely fastened.

This warranty applies only to the product; the manufacturer is not responsible in any way for loss, inconvenience or any other special or consequential damages. This warranty is the only warranty applicable on all of our products. All other warranties, expressed or implied prior, are disclaimed.

### ONE-YEAR LIMITED WARRANTY FOR CASEGOODS AND SLIP COVERS

The pricing contained herein reflects standard freight through port of entry, and from our warehouses. All pricing is FOB our facility. We reserves the right to proportionally implement on a per unit basis, any port surcharges, including congestion and peak season charges as applied by ocean freight lines. Additionally, we reserve the right to pass along proportionally any port fees and or charges implemented by any port of entry or government agency.

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