

All transactions with WILLEMSMITHDC are subject to the following **TERMS and CONDITIONS**.

Entire Agreement

Acceptance of orders is based on the express condition that the Buyer agrees to all of the terms and conditions contained herein. Issuance of an initial payment (either a deposit or the full balance) by the Buyer will constitute the Buyer's assent to these terms and conditions. No terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding unless made in writing and signed and approved by an officer of WILLEMSMITHDC

Pricing and Payment

Trade prices are confidential and reserved for design industry professionals and furniture resale establishments with valid sales tax exempt certificates.

No changes or cancellations are accepted after WILLEMSMITHDC's receipt of a Purchase Order with accompanying payment. An order, once manufactured, will be shipped upon receipt of payment for any open balance and anticipated freight charges. Balances must be paid within 30 days or will be subject to penalties. Ready-to-ship dates, whether conveyed informally or in writing, are only estimates.

WILLEMSMITHDC accepts Visa, MasterCard, American Express, cash and personal checks (with photo identification) for deposits. Balances to be paid by check. Checks to be made payable to WILLEMSMITH DC.

Taxes

All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, *either directly or indirectly*, upon the sale or transportation of any goods covered hereby shall be the responsibility of the Buyer.

Shipping/Freight, Inspection, Warehousing, Delivery and Installation Fees

These fees are the responsibility of the Buyer. Freight from the manufacturer to the Buyer's receiving warehouse is the client's responsibility. Note that these charges may not appear on the original estimate, invoice or acknowledgement and that they vary significantly depending on the location of the manufacturer's facilities and the size of the items. Receiving warehouses have different fee schedules for, among other services, receiving, unwrapping, inspection, disposal of packing materials, storage, assembly and in-home delivery. Please verify the applicable fees with your receiving firm prior to placing an order.

Receiving

It is the responsibility of the Buyer (or their appointed agent) to thoroughly inspect the shipment for any visible shipping damage and for accuracy of materials ordered *while the driver is on site during delivery*. Discrepancies and damage must be noted on the freight carrier delivery receipt. Notify the carrier at once. All damaged cartons should be saved until the claim, if any, is settled.

It is the client's responsibility to handle any claims of damage or missing items directly with the carrier. Typically, delivery carriers must be notified, in writing, of a possible claim within two (2) business days of the acceptance of the shipment.

All other claims, including defects, shortages and errors, must be made in writing within 10 days after receipt of merchandise. Failure to make any claim within such 10 day period shall constitute acceptance of the merchandise and a waiver of any such claims.

Force Majeure

All quoted completion and delivery dates are estimates only. WILLEMSMITHDC shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond WILLEMSMITHDC's reasonable control.

Returns and Refunds

Showroom inventory purchased without discount (other than a professional trade discount) may be returned in its original condition for a full refund within seven (7) days of pick-up or delivery. Delivery/shipping fees are not refundable.

All sales marked as 'As Is' or in any manner exceptionally discounted are final and cannot be returned or refunded.

No returns are accepted on custom items or custom orders.

Sales of a manufacturer's stock furnishings cannot be refunded unless the manufacturer has a published return policy. These policies typically (i) apply only to current stock items, (ii) require that the customer pay all shipping costs, and (iii) assume that the items are received at the manufacturer's premises in their original condition.

Limited Warranty

WILLEMSMITHDC does not offer any warranty but is committed to assisting its clients in addressing a warranty issue with the respective manufacturer. WILLEMSMITHDC reserves the right to inspect merchandise on site on behalf of a manufacturer.

Fabric: Fabric warranties are specific to the manufacturer. Typically this warranty addresses seams, slippage and fraying but does not include wrinkling, fading, pilling, shrinking, dye lots and normal wear and tear.

Upholstery Cushions: Bear in mind that a softening of foam, down, and other core material will occur over the life of an upholstered piece and therefore these phenomena are not covered by a warranty.

Leather, Paint and Wood: Natural variations occur in the dye lots, wood grains, leather hides, and painted finishes and therefore these phenomena are not covered by a warranty.

Bear in mind that many of the products available through WILLEMSMITHDC are hand-crafted by skilled artisans. Slight variations in dimensions, detail and construction may occur.

Please direct any questions regarding policies customary to the wholesale trade process to your design consultant or directly to info@willemsmith.com.

All prices, policies, terms and conditions are subject to change without notification.