

# BADGLEY MISCHKA H O M E

## TERMS & CONDITIONS 2018

Establishment of an account or purchase with Badgley Mischka Home constitutes agreement and acknowledgement of the following terms and conditions of sale.

### **New Accounts**

Initial orders may not be processed until a credit application is submitted and approved. We are a trade only company and only deal with qualified accounts.

#### Wholesale Program:

Initial Opening Order Minimum: \$10,000

Annual Volume Requirement: \$10,000

No minimum re-order

#### Designer Program:

Prepaid prior to shipment

No minimum qualifying amount

New accounts must complete and submit a Credit Application. Initial orders may not be processed until this information is submitted and approved. We are a trade only company and only deal with qualified accounts. A wholesale/resale number is required.

### **Ordering**

All purchase orders shall be submitted to your area sales rep for transmission to Badgley Mischka Home. We cannot accept purchase orders faxed or emailed directly to Badgley Mischka Home.

### **Payment**

All U.S. and Canada orders must be paid before shipping, either by check, credit card, or bank wire. Badgley Mischka does not offer Net terms. All international orders outside of the U.S. and Canada must be paid in full by bank wire upon receipt of purchase order. An account number will be provided by Badgley Mischka Home.

### **Default**

Acceptance of goods constitutes agreement to our terms and conditions. Should the accepted goods remain unpaid for ten (10) days after delivery, or ten (10) days after dishonor of payment, Badgley Mischka Home retains the right to reclaim the goods. If Badgley Mischka Home, at its sole option, chooses not to reclaim the goods or if the goods are unable to be reclaimed, the unpaid invoices are subject to eighteen (18%) percent interest per year until paid in full. In addition, you agree to pay attorney's fees in the amount of twenty-five (25%) percent of the amount due and all collection costs.

### **Pricing**

Pricing is subject to change without notice. We cannot give pricing information by telephone. Your sales rep can provide current pricing information.

## Samples

Finish samples are available from your sales rep.

## Finish Colors

Product photographs are an approximation in terms of finish color. Furthermore, finishes can vary, in some cases significantly.

## Backorders

The delivery time on back ordered items can be up to 16 weeks. Please note the specified lead times quoted on order confirmations. If items are not received into our warehouse within this time period, Badgley Mischka Home will refund deposits at the customer's request. If an order is cancelled in time to prevent producing in our factory, we will refund all deposits. If cancellations are not received in time to prevent producing, we will issue a refund less a 25% restocking fee. All orders for stocked items must be picked up within 14 calendar days. Badgley Mischka Home will cancel and restock any orders not picked up within this time.

## Shipping

All prices are F.O.B. San Luis, Arizona. The customer may arrange shipping with their preferred carrier, or work with directly our partner, Trail Lines. Please refer to the Badgley Mischka Home Shipping Policy for additional information.

## Delivery:

6-8 weeks

We make every effort to maintain inventory on our product line. Due to the nature of manufacturing and our volume of business, this is not possible on all items. Please allow longer for newly introduced items. Your order will ship as it is ready and may not be complete. If you will not accept partial shipment, you must notify us on each order. Any items you do not receive will be placed on backorder and ship as it arrives in our warehouse. Backorders are not subject to minimum freight, provided the original order met our freight minimums.

We ship our product on specialized furniture carriers. Your invoice cover sheet will indicate the carrier delivering your order. All deliveries must be to a business address. Customers must have good access and we must be able to get a 40' articulated vehicle within proximity to the delivery point. Drivers are unaccompanied and in the case of larger pieces, will require assistance unloading.

## Damages & Claims

Badgley Mischka Home is NOT responsible for freight damages. All items are carefully inspected by our staff before shipping. **You or your receiving agent MUST INSPECT each item upon delivery**, and any damages must be clearly noted on the carrier's bill of lading before the driver leaves your location. If the damage is severe and you feel that it cannot be easily fixed, please do not accept those specific pieces.

Please contact us immediately so that we can help make sure that everything is taken care of promptly and thoroughly. **If damages are not noted at the time of delivery, then we have no recourse with our carriers and no claims will be honored.**

We strongly recommend the use of coasters, place mats and trivets under hot and cold items to protect the finish of our items. Some items will be more susceptible to heat/cold/moisture than others. To achieve the natural look, we apply a light finish only on the surface some of the table tops, except for glass or mirrored tops. If coasters are not used, rings will appear on the surface. Knots, gouges, small cracks and nail holes are inherent characteristics of many of our wood products and do not constitute damages or defects. No claims will be considered for these characteristics.

## Claims Procedures

- 1) All customers are to submit claim forms and photos to your local sales rep within 48 hours of receiving or rejected the item. Customers are to submit claims directly to Badgley Mischka Home Sales Reps. Sales Reps are to submit all claims to customerservice@badgleymischkahome.com. If you are using a receiver to receive your shipment, please do not have your receiving agency file a claim. All claims must be submitted from the customer to the Sales Rep then to Badgley Mischka Home claims. Please allow 3 to 5 days for response so the claims department can properly review the claim.
- 2) All claims must have detailed photos along with the form that will clearly depict the problem.
- 3) Items from Badgley Mischka Home are distressed. The lumber used in the making of our furniture is distressed lumber. Knots are inherent in the lumber and something we would consider acceptable. All metal will have welding marks since all items are made by hand.
- 4) All shipping damages must be noted at the time of delivery and clearly noted on the POD. If you have any doubts of the item, please refuse. We would like all customers to explain the quality standards to receivers and receivers are to refuse items as well. If items arrive damaged and are not noted at time of delivery, we will deny the claim. All items are to be thoroughly inspected upon delivery. This includes removing all plastic from upholstered items to inspect for stains. Please note all upholstered items may have some sort of minor imperfection. If you file a claim on upholstered items, this must be determined on an individual basis. Please also note fabric dye lots can change from batch to batch.
- 5) If items arrive damaged and have been refused, we will issue a replacement. Badgley Mischka Home must wait for the item to be returned by the freight carrier to determine if the item can be repaired and re shipped. If it cannot be repaired, a brand new one will be produced. However, no cancellations will be accepted on the item.
- 6) Badgley Mischka Home requires minor shipping damages to be handled locally. In some cases, this might require a local repair company to come and touch up items or at times items can be touched up by the customer directly. All 3rd party repairs must be formally submitted for approval.
- 7) Replacements will take up to 6-8 weeks to prepare for shipping and will be inspected before shipping. Standard freight times will always be in effect. You may tag additional items on to your replacement, but additional freight charges will apply. Please allow up to 4 to 5 weeks on all returns. All returns must be approved by Badgley Mischka Home in writing.
- 8) All sales are final. Returns are not accepted without proper authorization. Custom orders are not subject to authorized returns.
- 9) Freight will not be refunded under any circumstances.
- 10) Customers can refuse items at the time of delivery if they are unhappy with the item for any reason.
- 11) Badgley Mischka Home will not allow for customers to file a claim on the cracking of wood. If your item is to crack after the time we allow, we will have to assume this has been caused by improper storage of the item. Cracks can occur from winter heating, summer humidity, and the specific climate the item has been delivered to. Customers in Utah, Arizona, Colorado and Idaho are in a higher risk for cracking than most other states. Solid wood furniture must be kept in climate controlled environment. If you do not store your item properly in time you might experience issues.

12) All Items will have slight variance in finishes and dimensions. Certain finishes are more consistent. Badgley Mischka Home suggests that when attempting to match items you must ship items at the same time so we can assure our warehouse will ship properly matching items.

13) We will not be able to honor any claims if you do not use coasters or placemats on items. The use of coasters or placemats on any of our finishes will minimize any marks.

14) All upholstered items will have seams due to the handmade nature of our items. Badgley Mischka Home cannot allow customers to submit claims for seams. If you find these seams unsightly, we can provide a touch up kit to cover this up. Please email your local rep who may be able to suggest additional touch up options to consider.

15) Badgley Mischka Home uses floating panels. All items are handmade and panels are put in place to prevent cracking. Due to the items being made of solid wood, the panels can shrink leaving slight separation in the finish. We cannot accept claims on this issue. If you wish to have this resolved we can provide a touch up kit to cover this up. Please email your local rep who may be able to suggest additional touch up options to consider.

16) Cleaning - Customers are only to use a damp rag on all items including metal. Do not use any type of cleaning chemicals on our items as this will damage the finish.

**Returned Merchandise:**

We strive to accommodate customer needs. In the event a valid order is refused or returned by a customer, we reserve the right to charge a 25% re-stocking fee plus applicable freight charges. Custom cushions and upholstery are non- cancellable.

**Warranty**

Badgley Mischka Home guarantees its product to be free from defects of workmanship. Due to environmental elements and relative humidity, wood will sometimes expand and shrink. We take great care to construct our furniture in a manner that allows the wood to shrink and expand. Under drastic temperature changes, cracks may sometimes appear; however, this is a very rare occurrence. Damage claims of this nature will be assessed on an individual basis if they are received within three months. We do NOT accept returns without written authorization from our office. Due to the nature of handcrafted products, dimensions, details and /or colors represented in our catalogs may vary.