

# DeskMakers, Inc.

## TERMS AND CONDITIONS OF SALE

Updated January 27, 2017

### PAYMENT TERMS

Payment terms are determined on a customer-by-customer and P.O. by P.O. basis. Terms will be shown on the DeskMakers order acknowledgement. Days are measured from date of invoice, which is generally the agreed-upon date shown in the order acknowledgement as either "Ship Date" or "Ready Date". A penalty charge of 1.5% per month will be added to all accounts past 30 days. **Even if the credit terms shown on an order acknowledgement include a quick-pay discount, such discounts are not available for 1) customers who do not have credit terms with DeskMakers, 2) customers with any unpaid invoices over 30 days, 3) credit card payments, or 4) P.O.'s for which deposits are required.**

In the event that DeskMakers is required to engage a collection agency or attorney in order to enforce invoice payment, the customer will be responsible for reimbursement of all reasonable fees charged DeskMakers by such entities.

### CREDIT POLICY

Credit terms will be extended at the discretion of DeskMakers, Inc. upon verification of industry trade and business references. Until open credit terms are established, a fifty percent (50%) deposit may be required before production begins. If our credit investigation is not complete at the time the order is ready for will call or shipment, a request for payment of the balance in full will be made at that time. DeskMakers reserves the right to require a 50% deposit on any order of more than \$5,000 regardless of customer's past credit, and DeskMakers reserves the right to change its deposit requirements at any time.

### SHIPPING/FREIGHT

All prices are F.O.B. DeskMakers, Inc. factory, Commerce, California, unless otherwise agreed to in writing. All freight and shipping charges are the sole responsibility of the customer unless DeskMakers has informed customer that it is on a "landed" shipping program whereby freight will be prepaid by DeskMakers. Orders will be shipped Best Way at the discretion of the factory unless otherwise denoted on your purchase order. DeskMakers, Inc. releases responsibility to the freight company when they sign our Bill of Lading and leave our shipping dock. Items will be shipped blanket-wrapped unless cartoning is specified. Cartoning may involve an additional charge. .

### ORDER ACKNOWLEDGEMENTS

DeskMakers, Inc. will send acknowledgements for all customer purchase orders via fax, regular mail, or email. **It is the customer's responsibility to double-check the acknowledgement and inform DeskMakers immediately of any errors or omissions.** The acknowledgement acts as the final agreement between the customer and DeskMakers, and supersedes all previous communication. Any changes made subsequently are subject to revised acknowledgements.

### SHIP DATE or READY DATE

Order acknowledgements shall contain the expected ship date or ready date for each customer purchase order. Provided the product for a particular purchase order is completed and ready for shipment on the expected ship date or ready date, risk of ownership of the goods shall pass from DeskMakers to customer. If customer requests a delay in ship date or ready date after production has begun, such delay may be granted at the sole discretion of DeskMakers. In such cases, DeskMakers reserves the right to charge storage and handling fees beginning on the originally agreed upon ship date or ready date as shown in the acknowledgement. Furthermore, DeskMakers may invoice customer on the agreed-upon ship date or ready date shown in the acknowledgement even if the goods are still on DeskMakers' premises.

### CANCELLATIONS

As our furniture is built-to-order, orders cancelled by customer after receipt of purchase order may be subject to charges at DeskMakers' reasonable discretion. If production has begun, customer will be responsible for the entire invoice cost of the order that is cancelled.

### SELLER NON-PERFORMANCE/LIMITATION OF LIABILITY

DeskMakers acknowledges that customer may withhold *partial* payment of any invoice provided such withholding is limited to the selling price of the items on a written punch-list ("Punch-List") that outlines the customer's concerns regarding specific items shown on the acknowledgement. **Customer may only withhold the amount of the purchase price for the individual items shown in the Punch-List, and may not withhold any additional amounts.**

DeskMakers, Inc. shall not be held liable for any subsequent damages or losses caused by any failure on our part to produce and/or deliver an order correctly or in a timely fashion, regardless of whether such failure is the fault of DeskMakers, Inc. **CUSTOMER'S SOLE REMEDY UNDER DESKMAKERS' WARRANTY IS THE REPAIR, REPLACEMENT, OR REFUND OF DEFECTIVE PRODUCT AS SHOWN IN OUR WARRANTY.** See warranty in our price lists or on our website for more details.

**RETURNS AND SERVICE AUTHORIZATIONS**

ALL returns for any reason must be pre-approved by DeskMakers prior to return. DeskMakers, Inc. must be notified in writing as to the reason for the return. Once the return is approved, a written Return Authorization form (RA) will be issued by the factory. No returns will be accepted without a written and approved RA.

The factory will inspect all returns and determine the degree of manufacturer responsibility for any defects. If it is determined the problem resulted from freight, handling, abuse, or improper installation, we may offer to repair the products for a fee. DeskMakers is under no obligation to accept returned merchandise, or grant any credits for such merchandise in cases where a customer wishes to return merchandise for reasons other than DeskMakers' error.

**SPECIAL ORDERS**

Special orders must be submitted in writing with an approved sketch or drawing. Custom configurations, colors, and features are available. Please call our customer service for pricing quotes. Allow extra time for special handling. Special or custom orders are subject to a fifty percent (50%) deposit.

**PRICING/SPECIFICATIONS**

All prices are Manufacturer's Suggested Retail Prices F.O.B. DeskMakers, Inc. factory Commerce, CA, and are subject to change without notice. Possession of a Price List does not constitute an offer to sell. Specifications listed in DeskMakers' Price Lists are approximate and not exact. DeskMakers, Inc. reserves the right to make changes or modifications to the product line when necessary WITHOUT NOTICE.

**GOVERNING LAW AND JURISDICTION**

This document constitutes a binding agreement between DeskMakers and its customers, and can only be modified by mutual written consent. Disputes shall be construed in accordance with the laws of the United States of America and the state of California, and shall be subject to the exclusive jurisdiction of the state or federal courts located in Los Angeles, California. If any legal action is brought by customer or DeskMakers in connection with any DeskMakers' sale, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action in addition to any other relief to which it may be entitled.