
TERMS & CONDITIONS

ORDERING INFORMATION

Authorized Dealers

Possession of this catalog/price list does not imply the right to purchase products illustrated and priced herein. Sales are confined to accounts established as authorized dealers, only.

Acknowledgements

Customer must notify Shelby Williams immediately of any discrepancy between purchase order and acknowledgement; otherwise Shelby Williams can accept no responsibility for manufacturing errors. Please use the Shelby Williams control number when inquiring about your order.

Quotations

All quotations by factory or representatives are valid for 30 days, unless extended in writing.

Prices

Prices are per unit unless otherwise noted. Prices may change without prior notice. All prices are i) F.O.B. Origin, ii) exclusive of any duties and local, state or federal taxes and iii) exclusive of any freight, packing and shipping charges. In the event Shelby Williams is required to pay any tax, fee or charge, customer shall reimburse Shelby Williams therefore, or in lieu of such payment, customer shall provide Shelby Williams at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Each invoice is independent from shipping sequence and disputes relating to other invoices.

Special Handling Charge

Orders with a combined Net price under \$1,000 will be subject to a Special Handling Charge of \$125 Net. One charge per order.

Match-up Orders

If an order is to match a previous shipment, it must be clearly stated on the order. Please supply original invoice number and date. A sample product from the original order must be submitted prepaid to the proper factory to assure uniformity of finish and construction. Periodically materials are discontinued by our suppliers and requested materials cannot be supplied. In such event, customer will be notified and when possible provided with an option similar in material to the original order.

Design Changes and Manufacturing Improvements

Periodically we make changes to existing product designs in order to improve the general construction of our product. In this event, product may vary slightly from catalog photography. All dimensions shown in the catalog are approximate. Due to fabric

buildup, width can vary as much as 3/4". We assume no responsibility for overall width and height unless item or groups are special ordered to fit an exact space.

We reserve the right to alter upholstery detailing based on the fabrics' suitability for tailoring. Pleats may need to be added or type of seams changed.

AGENT ONLY ORDERS

Shelby Williams will only accept agent only orders if the principal agrees in writing to be responsible for payment and agrees to Shelby Williams terms and conditions. Payment to the agent does not constitute payment to Shelby Williams, and Shelby Williams will collect from principal if the agent fails to timely and properly pay Shelby Williams.

SHIPPING INFORMATION

More than one item may be packed together for shipment and may be noted in the price list. Shelby Williams reserves the right to change quantity packed without notice. The quantity packed is independent from price.

FREIGHT PROGRAMS

We offer four easy ways to handle freight charges:

1. Shelby Williams Standard Freight Program – F.O.B. Factory

All products are sold F.O.B. factory. Orders are shipped via common carrier or contract carrier. Shelby Williams reserves the right to select routing and assumes no responsibility for rates or delivery times established by carrier. Shelby Williams assumes no responsibility for warehousing or demurrage when consignee is unable to accept shipment at the delivery point.

2. Shelby Williams Full Service Program- F.O.B. Factory.

Shelby Williams assumes responsibility for filing claims and follow up. Client reports the claim to Shelby Williams, 1-800-873-3252. **If there are visible damages to a shipment upon arrival, the bill of lading/delivery receipt must be signed noting the damages. Any concealed damages MUST be reported within FIVE calendar days.**

3. Shelby Williams White Glove Service

With our exclusive White Glove service we provide delivery and installation at your site. Our Full Service program is enhanced by adding inside delivery, installation and final product preparation. Upon receipt any damage or issues should be noted and reported to Shelby Williams customer service at 1-800-873-3252. For more information, please contact your sales representative.

Contact Customer Service for quote, 1-800-873-3252. All freight quotes are valid for 30 days.

When you place your order, list the freight quote number and the type of service requested. This information will be included on your acknowledgement.

If all is not smoothly received, simply sign the bill of lading and mark it damaged. **Do not throw away any of the cartons until we have settled the claim.** If damage was not visible upon receiving the boxes, advise us the damage was concealed. Once we are notified we will handle all communication between you and the carrier.

www.shelbywilliams.com

Phone: 800-873-3252

TRAILER-LOAD SHIPMENTS

Customer request for trailer-load shipments and special routings will be accommodated when possible if clearly described on the original purchase order. **Customer is fully responsible for all payments, claims and other matters arising from customer-specified routing. Customer pickups must be arranged in advance by contacting Customer Service, Newport, TN: 1-800-873-3252.**

Consult this price list or acknowledgement for F.O.B. points.

4. Customer Pick Ups

For customers wishing to pick up orders at our dock. Customers will be notified when product is ready. Pick up must be made promptly; any orders held longer than 7 days will incur storage charges.

Whenever the term F.O.B. Origin is used, "Origin" shall mean the shipping point for each item. The shipping point for each item is listed in the shipping point column. Abbreviations used stand for the following cities:

NPT Newport, TN 37821

STORAGE POLICY

Once production has commenced (based on original ship date/delivery date requirement), we will provide our customer with a 3-week grace period for orders over \$10,000, during which customer will not pay storage fees, commencing from the time our product is currently scheduled to be ready for shipment.

In the event that a customer requests a ship date/delivery date delay outside of the 3-week grace period, storage charges will be applied to the order. The storage charge is 1.5% (product lines only) of the price of products stored for the first month and 1% of the products stored for each additional month. After one month, the rate will pro-rate to weekly. There is a minimum storage charge amount of \$350.00 for the first month and \$150.00 for each additional month.

A Storage Charge Agreement will need to be signed and returned by customer to customer service. Customers that are CIA (cash-in-advance) must pay for all storage charges prior to shipment of the order.

Shipments on Hold

Any shipment placed on shipping hold, either by customer's request or due to balances owed on this order, will be manufactured per the originally scheduled ship date. See **Storage Policy** above for fees.

Any manufactured order held by our factory over three weeks will be billed and must be promptly paid even though shipment is held at factory at dealer's request. Any charges incurred by Shelby Williams for C.O.D. fees, inside delivery, etc. will be invoiced to the customer.

International Orders - All international orders are quoted F.O.B. Origin. All freight, duties, value added taxes, broker fees, port charges and insurance is in addition and will be the responsibility of customer unless specific arrangements are made in writing for any additional services by Shelby Williams.

Air Freight Shipments - Shelby Williams will not make shipments by air or express service unless previously authorized in writing by customer. Customer must be aware that airfreight charges for seating are calculated on dimensional basis and frequently equal or exceed cost of product.

FREIGHT CLAIMS

Unless otherwise agreed in writing by customer and Shelby Williams, all orders are F.O.B. Origin, with title and risk of loss or damage passing upon the order being picked up by customer or customer's agents or carriers at the Origin. While we will do everything possible to ensure your order arrives in good condition and on time, we cannot be held responsible for freight damage or delays.

OTHER TERMS AND CONDITIONS

Shelby Williams Terms Control

The terms and conditions set forth in the invoice to the customer and this document (together with any attachments and/or exhibits hereto or thereto) shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and/or therein, and shall supersede any and all prior understandings or agreements, whether written or oral (including, without limitation, any and all prior or contemporaneous communications, negotiations, representations or agreements) between the parties; provided, that in the event of any inconsistency between this document and in the invoice to the customer, the terms and conditions set forth in this document shall prevail. Customer's acceptance of shipment or

performance and/or payment for any orders constitutes acceptance of all of Shelby Williams' terms and conditions set forth in this document. Any additional, different or inconsistent terms proposed by customer must be agreed upon in writing by customer and Shelby Williams, or are objected to in advance by Shelby Williams. Shelby Williams reserves the right, in its sole discretion, to refuse or reject any order at any time.

Terms

Payment is due net 30 days from date of shipment, subject to credit department approval. There will be a service charge of 1½% per month on all invoices past due. In the event Seller must use any collection agency, attorney or courts to effect collection with respect to amounts not paid by net 30 days from date of shipment, customer agrees, in addition to any other remedies provided herein, at law or in equity, to pay Shelby Williams all reasonable and actual collection agency fees, attorney fees and court costs. If customer fails to make payment for orders or if in Shelby Williams opinion customer's financial condition or other circumstances do not warrant shipment, Shelby Williams may, at Shelby Williams sole option, in addition to any other remedies provided herein, at law or in equity, require assurance of customer's ability to pay or cancel customers' orders.

New Accounts

Initial orders under \$5,000 require full amount in advance. Orders over \$5,000 require 50% deposit to release for production.

Please send full credit information and references, and allow time for Credit Department approval.

Taxes

Shelby Williams requires a State Resale/Exemption Certificate on file in our main office. Sales made without a resale/exemption certificate will be charged the appropriate sales tax as required by law.

Set-Off

Customer shall have no rights of set-off with respect to any amounts owed by Shelby Williams to customer.

Samples

Samples will only be sent when a customer places a firm order with Shelby Williams. Samples must be paid for in full and cannot be credited or refunded under any circumstances.

Returns

If a product must be returned for repair or replacement, please contact Shelby Williams to obtain approval for the return. Buyer may not return any products without Shelby Williams express prior written consent. Shelby Williams will refuse products not approved for return in advance. Customer has the responsibility to appropriately pack returned products.

Cancellations/Changes

Orders may not be cancelled or changed without the written consent of Shelby Williams, such consent may be withheld, granted or granted subject to conditions, service charges and/or price changes, in Shelby Williams sole discretion. Refunds of customer's deposits shall not be granted in any circumstances. In the event Shelby Williams agrees to such a change or cancellation, Shelby Williams may advise customer of the total charge for such change or cancellation, and customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard orders, costs of purchasing non-returnable items, cancellation costs imposed on Shelby Williams and its suppliers, and any other costs resulting from cancellation of this order by customer. Shelby Williams may waive such costs in its sole discretion.

Delay

Seller shall not be liable for delays in performance caused by act of God, fire or other casualty, accident, riots, civil commotions, acts of war, excessive radiation, strike, shortage of labor or materials, governmental action or any other cause beyond the Seller's commercially reasonable control, and the time for the Seller's performance shall be extended by the period of such delay. No delivery dates for orders are guaranteed. Shelby Williams reserves the right to apportion its production as it determines appropriate in its sole discretion to meet customer's needs. Shelby Williams shall not incur any liability, whether direct, indirect, special, incidental, punitive, economic, consequential or otherwise (including, without limitation, loss of profits and/or loss of value), whether directly or indirectly, nor shall any order be cancelled because of delays in delivery.

Seller reserves the right to apportion its production among its customers as it may determine and any quoted delivery dates are estimated and are subject to change by Seller. Once production has commenced, the customer is required to take shipment. Customers will be charged public warehousing costs for completed orders that are delayed by customer. Shelby Williams reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

Agent's Authority

Customer understands and agrees that no agent, employee or representative of Shelby Williams has authority to bind Shelby Williams to any affirmation, agreement, representation or warranty concerning the goods purchased from Shelby Williams. Customer further understands and agrees that such affirmation of fact, promise, or representation made by any agent, employee or representative of Shelby Williams shall not constitute a warranty or agreement unless specifically approved in

writing by an authorized officer of Shelby Williams.

Accepted orders will be acknowledged and customer is responsible for immediately reviewing the acknowledgement and notifying a sales representative of Shelby Williams or Shelby Williams Customer Service at 800-873-3252 of any discrepancies.
