



T B C O N T R A C T

# TERMS & CONDITIONS

TB CONTRACT, LLC

LOS ANGELES, 2018

## ACCEPTANCE OF ORDER

In placing an order with TB Contract, LLC, the customer acknowledges awareness and acceptance of these general terms and conditions of sale.

### 1. Quantity Orders or Custom Requirements:

Prices, as shown, can be adjusted based on certain quantity requirements. It is important to know the quantity requirements of each item at the time of the original quotation request. TB Contract has the ability to quote any type of outdoor seating or occasional table. In those instances, wherein a custom item is requested, TB Contract can also supply CAD drawings for approval which are refunded with the order. Custom developed products can have a minimum quantity requirement. TB Contract can build and value engineer to meet any industry specific requirement. It is important when requesting a quotation, that specific details about construction and budget be supplied.

### 2. Terms and payments

First orders from new customers must be 100% prepaid.

Unless otherwise indicated in writing, TB Contract requires a 50% deposit for all standard and 75- 100% for all custom orders. ( COM orders are considered as custom orders )

Orders that require a deposit will be held pending the receipt of payments. Payment in full is due upon receipt of final invoice and before merchandise will be released for delivery unless TB Contract agrees in writing to alternate final payment terms. All payments must be received from the original purchaser as identified on the purchase order as no third party payments will be accepted unless approved in writing by TB Contract. Acceptance of third party payments is an accommodation and does not create any relationship between TB Contract and the payer. A service charge of 5% interest per month will be applied to all orders that remain unpaid beginning 14 days or more after the order(s) have been released for delivery. Cancelled orders are subject to a cancellation fee. Orders cancelled after 3 days are subject to a 20% charge of the total item price or more predicated on the current stage of production.

### 3. Quotations

Acceptance of a customer order is based solely on the purchaser providing a previously written TB Contract quotation. Quotations will be honored based on the time indicated

on the quote form. Please be reminded to make sure you advise TB Contract of the quantities required at the time of any quote request. Standard item quotations should take no more than 24 hours. Please allow up to 72 hours for any custom quotation.

#### 4. Orders

Only written purchase orders received with all the correct item information required (all details for both accurate billing and shipping by TB Contract) can be acknowledged within 48 hours of receipt. It is also important to include your sales tax certificate registration number. TB Contract reserves the right to reject any orders, refund any deposit and return any COM freight collect. The purchaser must advise TB Contract in writing of any discrepancies or errors in the TB Contract sales order acknowledgement with 3 days of receipt of said acknowledgement. Changes to an order are subject to additional charges and the order will be held until written confirmation from the purchaser is received. Acceptance of the TB Contract sales order acknowledgement (or invoice) is an acceptance of all the terms and conditions set forth by TB Contract herein, as an offer to sell products to the purchaser and supersedes any inconsistent or contrary terms and conditions indicated on any actual TB Contract document or any other document supplied by the purchaser. A waiver of any one term or condition shall not be deemed a waiver of any other term or condition.

#### 5. Reminders when placing an order:

Please indicate on the Purchase Order:

- Complete account information: company name, address, phone, fax, email, contact person, project name
- Aluminum finish selection and/or woven, strap, rope color and number, fabric code and color
- Calculation for COM requirements other than plain 54" as shown (attach a sample to your PO) • Complete COM information: source, color, pattern, yardage and application instructions
- Tax certificate resale number • Deposit • Complete ship to information: address, phone and contact • Apply prepaid and billed freight charges as indicated • Apply Up-charges quoted

## 6. Delivery:

Delivery dates and lead times are estimates only and based on inventory and current production schedules at the time of the order and are subject to change. Production cannot begin and lead times cannot be calculated until the acceptance of the order, receipt of any required deposit, and receipt of all COM (or other materials), confirmation of any changes, modifications or approvals.

Lead times based on current production schedule is about 8-12 weeks (March-December) and about 12-16 weeks (January-February) and will be quoted at the time of the actual order.

## 7. Products:

TB Contract reserves the right to make minor changes in the design, dimensions and other materials without prior notice. The products of all manufacturers TB Contract represents are handcrafted and can have minor variations from the published specifications. All dimensions shown are overall sizes. Aluminum finishes and wovens may have slight variations from the samples shown or supplied and exact matching is not guaranteed. These variations are not to be considered defects. There may be minor variations from one piece of furniture to the next although they were finished at the same time.

## 8. Standard Item Construction:

All standard items are made to meet or exceed industry acceptable contract grade construction in assembly, application of foam products, materials and finish. All standard finishes are twice baked and utilize UV blockers to help stabilize color. Wicker materials are a high quality polymer based wicker product that is weather, temperature and UV resistant, in addition to being strong, lightweight, durable, easily maintained, non toxic, scratch resistant and recyclable.

All foam products are manufactured to meet California TB 117. The polyurethane foam utilized is a reticulated, high density and high resiliency, from 1.6 to 2.0 predicated on the item. All foam is inherently water repellent, mildew resistant and is manufactured for typical outdoor application.

## 9. Samples:

Aluminum finish samples and woven materials are provided in limited quantities.

Samples of the actual completed items can be sent for approval and are available based on a bona fide order, in house, at TB Contract.

10. COM:

ALL C.O.M. MATERIALS MUST BE SENT PREPAID TO:

TB Contract LLC

1135 S. Beverly Drive, Unit C

Los Angeles, California, 90035

P: 424.288.4174

TB Contract must assume that all fabrics sent to us have been inspected and ready for use. TB Contract reserves the right to use the factory's best judgment on fabric applications. Any special instruction for application and use of materials must be indicated on the purchase order. Questions that arise out of the usability, direction or application of COM can delay the processing and manufacturing of an order.

TB Contract will not take responsibility for the appearance or tailoring effects of customer selected materials. TB Contract will not take responsibility color, defects, flaws, shortages and dye lot variations that may require additional COM to process the order. The purchaser is responsible for the suitability of the COM for outdoor contract upholstery purposes. TB Contract reserves the right to reject any fabric deemed unsuitable for the item or requested application. TB Contract's approval signifies only that the material in question can be applied but does not constitute any responsibility or warranty on the part of TB Contract as to appearance, behavior, durability, wear ability, fading, stretching, safety or fire code validity of the materials supplied by the purchaser. If TB Contract determines a fabric requires additional processes on any kind, the customer will be responsible for all charges associated with backing applications and return freight. This may, along with any of the aforementioned COM issues, can cause delays in the previously quoted lead times.

Orders that require the outdoor suitable fabric to be RAILROADED must specify this term on the purchase order.

The standard fabric layout places the top of the cutting pattern in the direction of the fabric as it comes off the bolt. Some fabrics have directions that run to the side of the bolt and for correct application, should be railroaded. All stripes will be applied vertically unless specified differently.

All COM requirements in the TB Contract price list and quotes are based on 54 inch wide material with no repeat.

All COM materials has to arrive within 7 days from the date of placing the order, otherwise TB Contract cannot guarantee the standard lead time.

#### 11. Warehouse fee/ Freight cost

If TB Contract has merchandise on an order ready to be shipped out after arrival and the client has asked for a delay of the shipment, TB Contract or its shippers may charge storage fees. These fees will vary depending on size of the order, location of merchandise and the amount of time the pieces have to be stored. These charges in addition to freight or delivery must be paid in full prior to the ultimate shipment of the merchandise.

All shipments are FOB Los Angeles, CA unless indicated otherwise. All domestic freight charges acknowledged or invoiced by TB Contract are based on dock-to-dock delivery only. Please request for special pricing if deliver to non-business destination. TB Contract reserves the right to select the carriers on all prepaid and billed freight charges. Orders requiring special services are subject to additional charges. Customers can choose their own carrier however this must be indicated on the purchase order at the time of TB Contract's receipt of the order with: carrier name, phone number and contact. Please be reminded that based on the ship to location, domestic freight delivery times can be between 1-10 days from release at the warehouse.

On any TB Contract sales order acknowledgement that reflects freight is prepaid and billed, the calculated freight rate to each state is based on a cubic foot formula. If the minimum cubic foot requirement per shipment is not met then the minimum freight charge will apply. Freight rates do not appear on quotations unless requested. Freight rates are subject to change due carrier price changes and fuel surcharges.

All orders are subject to delay or failure of delivery due to strikes, labor issues, failure or delay of source of supply, transportation difficulties, war, riot, fire, accident, government compliance, Acts of God, our other causes beyond TB Contract's control. All delivery dates are approximate only. Disposition of shipments refused by the consignee, rerouting while in transit, or carrier storage charges are subject to additional charges is the responsibility of the purchaser.

#### 12. Claims/Returns:

All claims for workmanship defects, shortages and errors must be made within 2 days after receipt and inspection of the merchandise at the purchaser's warehouse. Failure to make a claim within this period of time constitutes acceptance of the merchandise and a waiver of claims. All merchandise is inspected before shipping. All merchandise is signed for by the freight company that the items have been picked up in good condition. Third party shippers have sole responsibility for any damage, loss or shortages incurred in transit. Purchasers or receiving warehouse must inspect the merchandise upon arrival and make any claims directly to the carrier at that time. The receiver must record all damages or shortages on the BOL or any freight bill. Sign only for items you have received. If concealed damage is found (up to 10 days after receipt) notify TB Contract, or your specified carrier, immediately and request an inspection which is mandatory for a claim for loss or concealed damage. Retain all cartons and inner packing materials for inspection. Do not remove or install damaged merchandise from the receiver's location. TB Contract is not responsible for freight related claims but will always assist the purchaser in the process to seek a resolution.

No orders or items can be returned to TB Contract without written consent. Unauthorized returns will be reshipped to the location of origin and freight collect. Merchandise returned with further damage than claimed and photographed, due to improper packing and clear markings (R/A #), and may be subject to additional charges equal to our cost of restocking.

Merchandise not paid for within 90 days of invoice will be considered abandoned. In addition to any other remedy, TB Contract shall be entitled to liquidate the merchandise, retain all deposits and apply such proceeds to unpaid invoice balances. The purchaser is liable for any collection fees or legal fees incurred in the collection of unpaid invoices along with and any storage or related charges.

#### 13. Maintenance:

Periodic inspection of chair and barstool frames should be considered. Care should be taken when handling chairs and barstools either when moving them, dragging them or

placing them upside down. Do not store furniture upside down as it could allow water into the frame. Do not store outdoors for an extended time in sub freezing temperatures.

#### Frame:

Cleaning of exposed stainless steel, aluminum or painted frames should always be done with a mild soap and water (1/4 cup per gallon of water) and a soft sponge or cloth and then thoroughly rinsed with water. Never use abrasives or acid based cleaners. Naval jelly and paste wax can be used to protect exposed stainless steel or aluminum frames. Frames exposed to sea spray and salty air must be cleaned a minimum of once every 2 weeks to avoid oxidation, blistering or discoloration.

#### Wicker:

Soaking the furniture in water with a garden hose can be a good solution to clean the wicker covered parts. Then clean them with a mix of 1/4 cup of mild soap or detergent and 1 gallon water with a soft bristle brush. Rinse with clean water and dry the furniture.

#### Outdoor strap:

As the straps are an integral part of the furniture frame and cannot be removed, regular cleaning is required to keep this element in good condition.

To clean woven products use a feather duster or soft brush to eliminate surface dirt. Wash with clean water and wipe dry with soft cloth. For stubborn stains, dip a soft cloth or sponge in mild soap water and wipe the stained areas. Rinse with clean water and wipe dry with soft cloth. We do not recommend using a pressure washer to clean as the pressure of the jet might damage the material. Do NOT use chemicals or polishing/wax on the woven material.

Light stains can be removed with a solution of mild detergent (liquid dishwashing soap) and water, rinsed with clear water and dried thoroughly. Mildew and heavy stains can be removed with a quality commercial outdoor furniture cleaner and protectant.

#### Cushions and pillows:

Fabrics used in the standard collection require only a mild soap and water solution used with a soft brush, then rinsed thoroughly in plain water and air dried. Do not dry clean. Vacuum cleaning is also a good solution to clean outdoor cushions.

COM fabrics will have to be maintained according to those separate instructions supplied by the fabric distributor, source or mill.

#### 14. Warranty:

LOTUS HOME products are sold with a limited warranty against defects in materials or workmanship for a period of: TWO (2) years from the delivery date on all frames, TWO (2) years for woven materials, stainless steel items have a limited warranty of THREE (3) years on the finish based on the installation location. With direct exposure to sea air or salt water excluded from the finish warranty.

Lotus Home supplied Axvision fabrics and cushions are covered for one year from delivery. Lotus Home supplied Sunproof fabrics are covered for 2 years, Sunbrella fabrics for 3 years.

VARASCHIN products are sold with a limited warranty against defects on material or workmanship for a period of ONE year for all frame, wicker, wood, technical fabric, upholstery fabric materials.

POINT products are sold with a limited warranty against defects on material or workmanship for a period of ONE year for all frame, wicker, wood, technical fabric, upholstery fabric materials.

COM materials are not covered under a TB Contract warranty.

TB Contract reserves the right to repair or replace defective merchandise at its sole discretion. The limited warranty does not extend to other materials supplied by the purchaser or damages caused by shipping, accident, abuse, misuse, user modification, attachments to a product, alterations, negligent, failure to clean and maintain items properly, or normal wear and tear. No deductions for repairs in the field will be allowed without specific written authorization. All other warranties express or implied are excluded. TB Contract's liability on any claim of any kind, including loss or damage resulting from the manufacture, sales, delivery, resale repair or use of any item supplied under these terms and conditions of sale shall in no case exceed the price of the item(s) which give rise to the claim. In case of dispute, all matters shall be resolved in the court of arbitration in which TB Contract is registered.