



SUN AT SIX

Trade Account Terms & Conditions



Terms and Conditions

All sales offers and acceptances by trade accounts are expressly conditioned on agreeing to and abiding by these terms as set forth by Maria Yee, Inc. dba Sun at Six (“Sun at Six”). Customer’s signature on a Sun at Six price quotation, submission of any email or other written document referencing the quotation, or submission of an order via any method including but not limited to www.sunatsix.com, email, and fax shall constitute customer’s acceptance of these terms. All terms or conditions that are in any way inconsistent with or are in addition to or different from these terms are hereby expressly rejected. Without limiting the generality of the foregoing, nothing contained in any purchase order or similar document will in any way modify or add to these terms.

Products

Please note that product specifications, availability, and prices are subject to changes without notice. Sun at Six will endeavor to provide significant notice in the event of any changes. Existing orders will not be affected without written notice and consent.

Orders

Orders are accepted through the Sun at Six website, www.sunatsix.com. Exceptions are granted on a case by case basis and at the sole discretion of Sun at Six. For every order, Sun at Six will issue a written order confirmation with all order details.

Order Changes

Sun at Six reserves the right to refuse order changes after order is confirmed. Orders may not be changed if the item is in production or shipped. If Sun at Six has issued an order confirmation with incorrect order information, customer may send written notice of errors to customercare@sunatsix.com within 3 business days. Sun at Six reserves the right to (a) confirm the error and, (b) if agreed, subsequently update the order without penalty to the customer.

Reasonable order changes may be accommodated at the sole discretion of Sun at Six. Reasonable order changes are subject to additional charges. Order changes may result in re-scheduling of ship date.

Order Cancellations

Orders may not be canceled if the item is in production or shipped.

1. Items available in inventory:

We accept order cancellations for 24 hours after the order is placed. Because we ship items immediately after orders are placed, cancellations made after this 24 hour period will be treated as returns, with customers paying return shipping and a 25% restocking fee. Returned items must be in original condition and original packaging.

2. Custom and Made-to-Order Items:

Custom items can not be canceled once the piece is put into production. Made-to-order items may be canceled at the discretion of Sun at Six.

To request cancellation of any order, please email hello@sunatsix.com

Payment

Full payment is required at the time of order placement. Deposits or other arrangements may be made at

the sole discretion of Sun at Six in the case of large orders, including but not limited to hospitality or high volume orders. Sun at Six accepts payment only via credit card, U.S. dollar checks, and ACH. Credit cards are subject to processing fees.

Sun at Six reserves the right to establish or alter credit limits and terms, to delay shipment of orders or to require alternate terms and conditions based on customer's payment history and financial condition. Without limiting the generality of the foregoing, if failure to pay or when financial condition becomes impaired or unsatisfactory to Sun at Six, Sun at Six may require satisfactory security and may withhold further deliveries until such security is received.

Any amount payable that remains unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable by law from the due date until such amount is paid. Customer will reimburse Sun at Six for reasonable attorneys' fees and any other costs associated with collecting delinquent debts. There will be a \$50 charge for bounced checks. N.B. Product earmarked for customers with delinquent accounts may be released to fill other orders if payment is not made within a reasonable length of time.

Taxes

All product prices are exclusive of all taxes. Customers are responsible for and will pay all applicable taxes.

Return Policy

Products are not eligible for return or exchange. In event of freight damage, shipping error, or defective products, please see "Receiving Shipment and Reporting Freight Damage."

Shipping Fees

There are no Shipping & Handling fees for freight collect or 3rd party payment if the customer's freight account is used. If Sun at Six handles freight for the customer, freight will be charged as part of the order. Freight rates are subject to change.

Once an order is shipped, customer is responsible for scheduling and receiving the order. Fees arising from delivery attempts, redelivery, storage, and address changes will be paid by the customer. Customer may dispute fees and Sun at Six will attempt to negotiate on the customer's behalf. If the dispute fails, customer remains responsible for all charges arising from shipping complications.

Receiving Shipment and Reporting Freight Damage

Any claim of damaged or missing items must be reported to hello@sunatsix.com within 5 days of receiving the shipment. Any claim of damaged or missing items after the 5-day period cannot be honored.

Damage must be noted in writing on the carrier's electronic delivery receipt. If you sign a freight bill or receipt without written notice of damage or delivery issues we are unable to process a claim. If damage is only verbally reported to the carrier, we are unable to process a damage claim, as carriers will not allow us to submit damage claims without written notice.

Customer agrees that they will:

1. Inspect all deliveries immediately upon arrival and (if delivered via White Glove Delivery) after the carrier has set up your piece.
2. Look for hidden damages.

3. Check the merchandise for damage and missing items/quantities in the presence of the driver. You must note all damages and shortages on the Bill of Lading or freight bill/receipt.
4. Keep a copy of the freight bill or receipt, and take a photo for yourself
5. Do NOT refuse delivery because of damage. This will only delay resolution of the problem and may make it impossible to file a claim.
6. Take photos of the damaged goods, including packaging and other issues.
7. Do not move the product from the original delivery location. Save damaged merchandise and all packing materials for transportation company's inspection. Keep all boxes and original packaging. These materials will be needed to substantiate the claim.

Defective Product

Upon finding defect(s) in material or workmanship in any product, customer must report such defect(s) during the relevant warranty period to Sun at Six by emailing customercare@sunatsix.com. Defective products may be returned to Sun at Six freight prepaid only after obtaining a RA from Sun at Six. If such returned product is determined by Sun at Six not to breach the warranty, Sun at Six will, at its discretion, repair or replace the product free of charge. Replacement or repair does not extend the product warranty period beyond the original expiration date. Sun at Six warranties are limited warranties and are limited to the original purchaser with proof of purchase.

“Defects” are defined as flaws in materials or workmanship that will impair the use of the product. Natural materials, e.g., leather, marble, silk, wood, etc., shall not be considered defective due to variations of color or texture. Return products to Sun at Six only after obtaining RA from Sun at Six.

Delivery

Sun at Six is not liable for any delay or failure in performance arising out of acts or events beyond its control, including, but not limited to: acts of God, pandemic, earthquake, fire, flood; acts of Military, Civil, Customs Authorities; embargoes, riots, war, terrorism, labor disputes and strikes, product or supplier shortages, power failures, and interruption of or delay in communications or transportation services or any other causes of like or unlike nature.

Sun at Six will make reasonable efforts to communicate the most current and accurate product delivery and inventory information, and to ship items on the date set forth in the order. Delivery dates are estimates only and orders may ship earlier or later than expected.

Sun at Six may await completion of the entire order and ship all at once or may make partial shipments from time to time at its sole discretion unless customer requests in writing that partial shipments are needed and Sun at Six approves the specific shipping schedule. Additional charges may apply to each partial shipment.

Delay of shipments requested by customers must be approved by Sun at Six. Any resultant storage charges will be paid by the customers. Any shipping delay requests must be noted in writing via email before shipment.

Title

Sun at Six products and packaging are tendered to a transportation company only after passing rigorous quality control inspections. At the hand-over, title to the product is passed to the customer. The transportation company assumes all liability from acceptance of shipment through its delivery. Sun at Six's liability ceases at the time of shipment.

Samples and Swatches

The first sample kit is complimentary and includes swatches of our Nude Wood, Sienna Wood, Natural Leather and Umber Leather. Fabric swatches may be added upon request.

Samples and swatches may also be ordered in bulk for distribution to end customers. Sun at Six is not able to fulfill individual swatch and sample requests for Sun at Six trade partners. To order in bulk, please send the type, finish, and order quantity to customercare@sunatsix.com. Cost is per swatch/sample, and the pricing is subject to change. Sun at Six will issue an invoice and order confirmation upon receipt of the swatch and sample order. Freight costs will be charged for the order. There are no minimums.

White Labeling

White labeling of Sun at Six products is expressly forbidden. All retail partners must clearly label Sun at Six products with the Sun at Six brand on their website, social media, email marketing, and all other channels belonging to the retail partner where the Sun at Six product appears. All products must be listed with their original name as designated by Sun at Six. White labeling of Sun at Six products will result in termination of Sun at Six's partnership with the trade partner at Sun at Six's discretion.

Photographs and Product Data

Photographs and product data (including but not limited to product description, product dimensions) shared by Sun at Six to retail partners are shared for the sole use of assisting in the retail partner's sales of Sun at Six products. The photographs and product dimensions may be used on the retailers's website, social media, and email marketing. When doing so, the photographs and product data should always be accompanied with mention of the Sun at Six brand, whether through a Sun at Six logo or text describing the product as a Sun at Six product.

MSRP

Products must be listed using the MSRP provided by Sun at Six. Pricing must be updated within 14 days of receiving updated pricing sheets from Sun at Six.

Promotions

Sun at Six products may be listed below MSRP during promotional sales with prior approval. To request approval, please email customercare@sunatsix.com with sale dates and the discount percentage.