

WHOLESALE & TRADE TERMS AND CONDITIONS

SOURCING

Nature of Handcrafted Pieces

Ngala Trading is proud to promote a curated selection of authentic designs featuring sustainable materials readily available from and across Africa. All of the pieces in our collection are handcrafted using genuine animal byproducts, as well as organic grasses, shells, seeds and recycled glass. Due to the nature of our production methods and materials, each item will vary slightly in both dimensions and coloring. We believe that these natural variations enhance the authenticity of each item.

International Certifications

CITES (Convention on International Trade of Endangered Species)

None of the animal horns, hides, eggs or skulls are on the CITES "endangered" list. All of the products offered by Ngala Trading have been approved for import into the United States by the US Fish & Wildlife Service.

UL (Underwriters Laboratory)

All of the chandeliers in the Ngala Trading collection delivered after April 1, 2017 have been tested and approved to carry the UL label for indoor lighting. All of our portable (table and floor) lamps have been engineered to meet UL-standards, and are constructed with UL-listed electrical components. They are not, however, UL-listed.

PURCHASING

Customer Service

For questions about the status of an order, or for general information pertaining to your account with us, please contact us via email (info@ngalatrading.com) or call our New York Showroom (646-422-7317, Option 1).

Opening an Account

Stocking Dealer (Wholesale Pricing):

Furniture, lighting and/or home decor retailers with a brick and mortar store-front with regular store hours may apply for Wholesale pricing.

To apply, please:

- Complete an Account Application (available on our website)
- Submit a photograph of the store showing its name, and a listing of store hours. We require that stores are open to the public during regular business hours (e.g. not by appointment)
- Submit a valid resale certificate in the name of the business
- Submit a signed Credit Card Authorization form for all authorized charges
- Place a minimum opening order, and
- Spend a qualifying amount to maintain Wholesale Pricing status for the following year

Trade Customers (Net Pricing):

Businesses in the Trade that do not meet the criteria for Wholesale pricing may qualify for Net Pricing. To apply, please:

- Complete an Account Application
- Show proof of an active website
- Submit a copy of ASID credentials
- Submit a valid resale certificate in the name of the business
- Provide a signed Credit Card Authorization form for all authorized charges
- Customers with a brick and mortar storefront that do not meet our Stocking Dealer criteria may be eligible for Net Pricing.

Ngala Trading will make the final decision as to discount eligibility based on the information submitted at the time of account opening, and upon annual review of each account.

Pricing

Our Wholesale & Net pricing is structured on a 'Retail Less n%" basis, and always excludes freight/shipping. We publish the MSRP for every item in our collection on our website, www.ngalatrading.com. Clients are free to set their own pricing as long as it is greater than or equal to the MSRP on our website.

Wholesale clients must keep physical stock of items they place for sale on their online store, and may only use photographs supplied by Ngala Trading.

Placing an Order

We accept Wholesale and Net orders via our password-protected Wholesale B2B website at www.ngalatrading.com. Inventory is updated in real-time as orders are placed, and discounted pricing is shown per the terms of each account type. We are always happy to provide assistance as you are placing your order. Please contact us via email (info@ngalatrading.com) or call our New York Showroom (646-422-7317, Option 1) and we will be glad to help.

Order Processing

All orders are processed in the order in which they are received.

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Back Orders

It is possible that products reflecting as "Available" on our B2B may become back-ordered as other orders are filled and confirmed. When this happens, we will contact you with an updated Shipping Date. Only once the change is confirmed and accepted by the customer, in writing – and secured with a non-refundable 50% deposit – will we issue an Order Confirmation for Back Order merchandise.

Made-to-Order

Some items in our collection are only available as Made-to-Order merchandise. Upon receiving an order for a Made-to-Order item, we will contact you to confirm the estimated delivery date and estimated shipping charge.

All Made-to-Order items must be confirmed by the customer in writing, and secured with a non- refundable 50% deposit. Please allow 12-16 weeks for manufacturing and transport of all Back Order and Made-to-Order products.

Made-To-Order items that are not paid in full within thirty (30) days of arriving into our warehouse will become the property of Ngala Trading and be restocked and made available for sale. The Customer's deposit will be forfeited, and the Customer will have no further claim over the merchandise.

We are always happy to split-ship orders.

Payment Terms

Orders for Immediate Delivery items must be paid in full prior to shipping. Back Order and Made-to-Order items require a non-refundable 50% deposit to allocate stock / initiate production. The deposit amount is calculated on the cost of the item and the estimated shipping from our warehouse in Hackensack, NJ. The balance is due in full prior to shipping.

We accept company checks as well as corporate and personal Credit Cards (Visa, Master Card and American Express) for no additional fee.

Credit card authorization forms can be downloaded from our website and emailed to us at info@ngalatrading.com. Purchase Orders are not accepted as a guarantee for payment, unless expressly agreed by us in writing. Where a PO is accepted as payment guarantee, all of our other terms and conditions apply without variation.

Cancelled Orders

Orders for Immediate Delivery products may be cancelled with no charge prior to the item shipping. An item has been shipped when we have generated a tracking number, regardless of whether this information has been transmitted to the customer. Once the item has shipped, the Order may not be cancelled.

Orders for items on Back Order may be cancelled prior to the item shipping. However, the non-refundable 50% deposit will be applied as a credit to the customer's account. The credit is valid for six (6) months. Orders for Made-to-Order items may not be cancelled once confirmed with a 50% non- refundable deposit. Should the customer no longer wish to receive the Order, the deposit will be forfeited.

Orders for Cut Yardage may not be cancelled once we have acknowledged the Order with an Order Confirmation and taken payment. Should the customer no longer wish to receive the Order, no refund of the Customer's monies will be permitted.

Returns

We offer a no-hassle return policy on all of our In Stock & Back Order products – excluding Chandeliers, Pendants, Cut Yardage and all Made-to-Order items. Simply contact us within five (5) calendar days of receiving your order via our email address (info@ngalatrading.com), to inform us of your circumstances. A few items to note about Returns:

- Return shipping is for the customer's own account. In addition, no refund will be made for the original shipping charge.
- All returns must be packaged in the same manner as they were sent from our warehouse. Returns will not be accepted if the merchandise is not new-in-box and/or shows any sign of wear, use or damage. Returns arriving into our warehouse damaged due to poor packing will not be credited to the customer's account.
- All returns are subject to a restocking fee, which vary per product and start at 20% of the merchandise value. The restocking fee will be deducted from any refund, and will be confirmed once we have inspected the merchandise in our warehouse.
- Refunds are always credited to the customer's account. Credit notes are valid for six (6) months from the date of issue.

Exchanges

We are happy to exchange new-in-box merchandise for other items in our range. (Excluded from this policy are all Chandeliers, Pendants, Cut Yardage and Made-to-Order items.)

To initiate an exchange, please contact us within five (5) calendar days of receiving your order via our email address (Info@ngalatrading.com), to make your request. Shipping will be charged on both legs of the exchange.

We will ship exchanged items once the original item(s) are received back into our warehouse, have been inspected and are confirmed to be in resaleable condition.

SHIPPING AND HANDLING

Shipping / Freight Charges

We ship small packages (including small chandeliers) via FedEx Ground from our Hackensack, NJ warehouse:

- Estimated shipping charges will be added to your invoice at the time we confirm the order
- All shipments are sent fully insured, and require a signature for release
- Transit time for Immediate Delivery products is typically 3-5 days depending on Ship To address
- Shipping is always on our account, and includes full insurance coverage. We do not ship on Customer Accounts and/or with Customer's preferred carriers

We ship large items (including most chandeliers) via motorfreight from our Hackensack, NJ warehouse:

- Estimated shipping charges will be added to your invoice at the time we confirm the order
- Additional charges imposed by the freight company that result from a change beyond our control will be passed along to the customer. Examples include
 - Lift gate service provided at the point of delivery
 - Limitedaccesssurcharge(s)
 - Delivery appointment requested by Customer
- All shipments are sent fully insured, and require a signature for release
- Wholesale and Trade customers may opt for a delivery to their own commercial delivery address, or to a Commercial Receiver.
- We offer Residential delivery or White Glove Delivery (blanket-wrapped, room of choice) for any of our large, crated products

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- Shipping is always on our account, and includes full insurance coverage. We do not ship on Customer Accounts and/or with Customer's preferred carriers.
- All shipping costs must be paid in full before release of the item to the shipping company.

Shipping Addresses

Due to the nature of our products, we do not ship to post office boxes

Drop Shipping

We offer a drop-ship service for an additional fee. Please contact us for more information and pricing.

Storage

We are happy to store Back Order and Made-to-Order items for up to 30 days after they arrive in our warehouse at no additional charge. Thereafter a monthly storage fee will apply. Storage fees must be settled along with Shipping/Freight fees prior to shipping.

Carrier Damages

Claims for damages to products that do not arise from defects in material or workmanship are the responsibility of the shipping carrier. If the shipment arrives with visible damages (crushed box, broken crate, moisture, etc) please note the damage in writing on the carrier's delivery receipt before signing the release document. A claim for shipping-related damages will not be accepted unless damages are noted on the carrier's delivery receipt. Digital photographs of damaged goods and boxes will be required for replacement of damaged goods. Please save all damaged cartons until any claim with the carrier is settled.

Shortages and Defective Products

Please inspect all shipments immediately upon arrival and contact us at info@ngalatrading.com within 48 hours of receipt to report short-shipments and/or defective products. Digital photographs of damaged goods and boxes will be required for replacement of defective goods. Please save all packaging materials with respect to defective goods. Short-shipped merchandise will be, at our discretion, replaced or credited to your account.

Defective merchandise will be, at our discretion, repaired, replaced or credited to your account. If damaged item(s) are to be replaced or credited, the items must be returned to us prior to shipment of a replacement or authorization for credit. For all returned products, only use the shipping documents provided by us. Shipping reimbursement will not be made for use of non-authorized shipments. All returns must be properly packaged with original packaging (unless otherwise instructed), clearly labeled with correct RA# and scheduled for pickup within five (5) business days of receipt of shipping documents.

We reserve the right to inspect all returns. Should the merchandise we receive into our warehouse not be defective, we will credit the original purchase amount to the customer's account less the cost return shipping and a minimum 20% Restocking Fee

WARRANTY & INTELLECTUAL PROPERTY

Limited Warranty

We ship items that conform to the samples we display at wholesale trade shows and on our website; however, small irregularities in shapes, surfaces and finishes are hallmarks of handcraftsmanship and should not be considered defects. As most of our items are crafted from natural materials, texture and coloration may also vary from piece to piece. The item(s) ordered will therefore never match exactly the representative samples shown on our website. Specifications of individual items are subject to change and may differ slightly from those shown or indicated.

Ngala Trading warrants its products for one year from date of sale against defects in materials and workmanship. This is our only limited warranty or liability. Our limited warranty does not cover: (a) normal wear and tear, (b) product variations, (C) defects or damage occurring due to, or following product modification (d) damaged caused by shipping/transit and (e) damage caused by misuse, abuse, or negligent treatment of merchandise. Our limited warranty is limited to the original wholesale purchaser. In no event shall we be liable for incidental or consequential damages in connection with the purchase or use of any merchandise. This limited warranty provides your exclusive remedy for any defective product.

THE FOREGOING LIMITED WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY AFFIRMATION OF ANY FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE LIMITED WARRANTY SET FORTH ABOVE AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

Intellectual Property Rights

All information concerning Ngala Trading products, including photos, sales materials, product design, and drawings are subject to trademark, copyright and intellectual property rights held by Ngala Trading (and/or its suppliers) and may not be used in any way without written consent.

Controlling Law / Jurisdiction

The laws of the State of Virginia shall govern the validity and interpretation of this Agreement. You hereby submit to the jurisdiction of any state or federal court located in Richmond, Virginia, for the purpose of any suit, action or other proceeding arising out of any of the obligations under this Agreement. Any and all costs and fees, including attorneys' fees, shall be reimbursed to the prevailing party by the other party upon demand by the prevailing party. Except in the case of nonpayment, neither party may institute any action in any form arising out of this Agreement after the earlier of (i) the expiration of one (1) year following the date of sale of the merchandise, or (ii) the expiration of the statute of limitations applicable to such action. Ngala Trading's rights and remedies under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Miscellaneous

Should any provision of this Agreement be determined to be illegal, invalid or unenforceable, the remaining provisions shall not be affected by the illegal, invalid or unenforceable provision and the parties shall undertake to renegotiate, modify, amend or delete the said illegal, invalid or unenforceable provision in order to give the fullest effect to the terms of this Agreement. Ngala Trading makes every effort to ensure the accuracy of pricing and product information, but in the event of an inaccuracy, Ngala Trading shall have the right to cancel any orders placed for products listed at an incorrect price or containing other incorrect information. All prices and items are subject to change without notice.

Modification

This Agreement constitutes the entire agreement of the parties with respect to the terms and conditions of sale and delivery. No modification of this Agreement shall be binding upon the parties unless in writing and signed by an authorized agent of Ngala Trading and of Buyer. This Agreement shall be deemed to be an offer by Ngala Trading in accordance with the terms and conditions hereof.

Authorizing Ngala Trading to take a deposit for a Made-to-Order or Back-Order item, or by making payment in full for Immediate Delivery items constitutes acceptance of these Terms & Conditions.

