## **PALMIERI**

1230 REID STREET, RICHMOND HILL, ONTARIO CANADA, L4B 1C4

CONDITIONS OF QUOTE AND SALE

T 905 731 9300 F 905 731 9878 TF 800 413 4440

www.palmierifurniture.com

By accepting this quote you accept the terms and conditions of quote and sale as follows.

**QUOTE VALIDATION:** Palmieri quotations are valid for a period of 30 days. Quotes maybe subject to change before order placement due to increased material cost or other factors that could impact the final cost of production and our final understanding of the product required.

**PRODUCT QUOTED:** We reserve the right to edit or re-quote any portion of a previously submitted quotation subject to our final understanding of the product required by the client.

If the items quoted do not reflect the intended product requirement of the customer Palmieri will not be held responsible for increased costs for those product changes.

**TAXES:** All applicable taxes are extra. Our Harmonised Sales Tax (HST) registration number is R104055066.

**TERMS:** For authorized customers; terms are (25%) at time of order and (25%) prior to product shipment. Balance to be paid net 30 days from the date of shipment. Interest of 2% per month (24% per annum) is charged on all overdue accounts unless otherwise specified. All goods remain the property of Palmieri Furniture Limited <u>until paid in full to Palmieri</u>.

SHIPPING LOCATION: All quotations are FOB our factory in Richmond Hill, Canada

**SHIPPING:** Palmieri does not assume responsibility or liability for shipping costs, product during transit, or variances from the shipping weights or cubic feet shown in our specification guides.

All shipping weights and cubic feet shown are approximate only, various construction materials and packaging methods may add to the weights given.

**FREIGHT QUOTES:** Palmieri utilizes common carriers for shipping. Shipping quotations are made at time of furniture quotation and are outside the control of Palmieri. We will do our best to maintain the shipping freight as quoted however changing freight rates and additional fuel surcharges may be applied at time of order. Shipping quotes are valid for 10 working days from time of quote. If the rate for shipping does change Palmieri will notify the client prior to shipping the product, at which point the client must approve the adjusted freight rate.

**LEAD TIMES:** Lead time is listed on this quotation. Lead times begin at time of final material/finish selection and drawing approval from the client.

The accuracy of Palmieri quotations are created to the best of our ability and the information provided to us. They do not preclude the dealer or the client from checking the accuracy of your requirement and our quotation.

If certain portions of an order are completed by the quoted lead time while other portions have experience delays outside of our control. The client may choose to part ship the order at their discretion and expense. Otherwise the entire order will ship with the delayed portion at a later date.

**ORDER DELAYS:** Lead times on our Quotations do not account for delays that could potentially occur for special materials specified by our clients that are outside of our standard finishes and materials program. Delays created by late shipments of special materials are outside of our control and will affect the lead time on the order. Palmieri will notify the client immediately when these delays occur and adjust the delivery date accordingly.

**PALMIERI DRAWINGS:** Palmieri regularly provides drawings of the product we produce to our customer. We consider these drawings to be private and confidential and are provided for the sole purpose and use of our customers to understand what we are providing to them. The use of these confidential materials is limited to the transaction between the parties and at no point are these confidential drawings to be sent to any our competitors or parties that would be quoting for the same purpose.

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**CHANGE ORDERS:** Changes to orders already in process are subject to a charge covering the cost of labour and material already consumed to produce the product. Confirmation of any additional costs is required before the change can be processed on the order. A revised Order Confirmation will be issued with the adjusted and updated lead-time. A minimum charge of \$100 NET will apply.

**RETURNS:** No Merchandise may be returned for credit or exchange without the written permission of Palmieri. Palmieri reserves the right to evaluate and consider what products may be returned. A Copy of the <u>Goods Return Authorization Form</u> issued by Palmieri must accompany all of these shipments. A minimum re-stocking charge of 50% shall apply. Return freight must be prepaid.

**CANCELLATIONS:** Orders cannot be cancelled without written confirmation by the customer and acknowledged by Palmieri. Any costs incurred up to the date of cancellation will be invoiced to the customer and payment is due on receipt.

**RECEIVING THE PRODUCT:** Upon receipt of any Palmieri product the client must immediately examine this product for shipping damage. If the product is accepted the receiver must sign off the accompanying Bill of Lading form accepting the product and confirming the product has been received in good condition.

Once the product has been received and the Bill of Lading has been signed the product is the full responsibility of the Receiver and subsequently the owner.

**REPORTING DAMAGE:** Alternatively if shipping damage is discovered this must be noted on the Bill of Lading and damage claim submitted directly to Palmieri within 48 hours. If no shipping damage claim is made with 48 hours after receipt on site then no damage claim will be accepted. All damage claims shall be directed to the "shipping manager" <a href="mailto:fred@palmierifurniture.com">fred@palmierifurniture.com</a> or call our 1-800-413-4440 ext 33 or Fax the claim directly to 905 731 9878.

**STORAGE OF PRODUCT:** If product is shipped and received by the client but not installed it does not preclude the inspection procedure described above. In other words if product is placed in storage and not inspected within the 48 hour period Palmieri will not be held responsible for any potential damages or shortages.

**WARRANTY:** Palmieri Furniture Limited warrants that our Furniture will be free of defects in material and workmanship for a period of ten (10) years. Defects which, in the judgment of Palmieri Furniture Limited, result from abuse, misuse, improper storage, alterations, unauthorized repairs, environmental conditions, and acts of God will not be covered by this warranty. Palmieri assumes no warranty or liability whatsoever for consequences arising from changes made to the goods by the Customer or third parties or which have been caused by improper handling or incorrect use of the goods.

This warranty does not apply to any type of seating or furniture that is sold by Palmieri Furniture Limited which is manufactured by others. Palmieri Furniture Limited will endeavor to pass on any warranties given by any outside suppliers.