

Currey & Company

Terms & Conditions of Sale
Winter 2022

TERMS & CONDITIONS OF SALE

Currey & Company reserves the right to change, modify or alter this agreement at any time without prior notice.

ACCEPTANCE OF ORDERS

Your order is accepted at such time the order is processed by Currey & Company, Inc. Your order is deemed to be entered correctly and our terms and conditions are considered accepted unless you notify us within 24 hours from the date you submit your order.

We accept written orders via:

Website: www.curreyandcompany.com

Email: orders@curreyco.com

Fax: 678.533.1490

All orders must be provided in writing. Currey & Company cannot accept orders over the phone.

BACKORDERS

Additions to backorders will not be honored.

PRICING

Prices are RETAIL, F.O.B. Atlanta, Georgia and are subject to change without notice.

CREDIT/PAYMENT

Net 30 day terms are extended to open account customers upon credit approval by the Company.

To apply for credit please provide five credit references, F.I.D. # and state sales tax exemption certificate.

We will accept prepaid orders. C.O.D. orders are not accepted.

Invoices are past due after 30 days & are subject to a service charge of 1.0% per month from invoice date.

Returned checks are subject to a \$30.00 service charge.

CANCELLATION/MODIFICATION

Orders cannot be canceled or modified after they have been entered into production.

MERCHANDISE CHARACTERISTICS

Due to the hand-crafted nature of many of the unique products sold by Currey & Company, it is normal for dimensions, color and finish to vary from item to item. Wood splits, rubbed paint and an "aged or worn" look are inherent characteristics and are considered part of the charm and desirability of the merchandise. Currey & Company reserves the right to revise the design or construction any item from what is shown in the catalog or in website photography.

SHIPPING

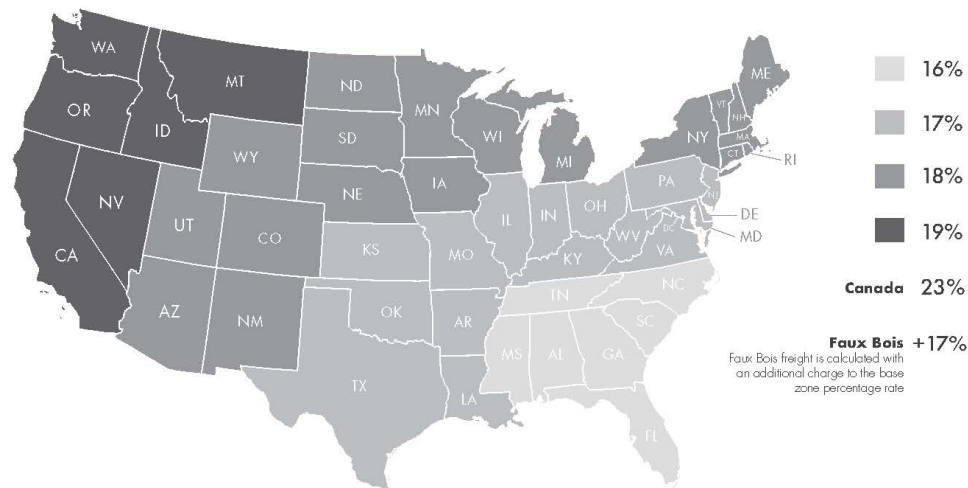
All orders will be shipped freight prepaid and charges will be added to invoice. We will not charge the credit card associated with the order until the product has shipped.

Custom and other special orders may require a deposit.

Drop ship is available as a shipping option for a \$20.00 upcharge per shipment.

Unless your purchase order is noted "Ship Complete" in the Order Notes during checkout, we will ship your order as product becomes available.

SHIPPING RATES



Freight is calculated based on the "ship to" address.

Sale/Discontinued product freight charges will be calculated based on the Stocking Dealer prices.

Expedited and/or additional freight services will result in upcharge(s) in addition to the base rate.

Currey reserves the right to select freight carriers; otherwise, customer can choose third party.

Currey reserves the right to select carrier of choice. Customers do not have the right to ship third party with carrier of their choice.

Freight rates for all other destinations must be determined with a freight quote.

Faux bois freight is calculated with an additional 17% charge to the base zone percentage rate.

This document is effective as of January 1, 2022.

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DAMAGE / SHORTAGE

Currey & Company carefully inspects and packs each order before consigning to a freight company.

Please comply with the following procedure diligently upon delivery of your order:

- Upon delivery, inspect the contents of the order immediately. Inspect all deliveries with the delivery driver present.
- Notify your carrier immediately to report any damage or shortage.
- Freight damage must be noted on the delivery receipt. Failure to notate such damage will result in your loss. Releasing the delivery driver and signing delivery receipt "Subject to inspection", may result in your loss.
- If such a loss or damage does occur, save the carton and packing material.
- Notify Currey & Company immediately to report any damage or shortage. We will not be liable for damages reported after five business days post-delivery.
- Photographs will be required to validate a damage claim and determine best course of action to resolve issue.

RETURNS

All returns must be authorized in writing and in advance by Currey & Company. Unauthorized returns will not be accepted. Returns are authorized through our corporate office. Please contact your Account Executive for assistance (678-533-1500). Merchandise claimed to be defective may be inspected by our sales representative in your territory and a local repair authorized if we choose. If it is not cost effective to inspect or repair locally, a replacement will be offered.

Merchandise authorized to be returned that is not defective will be charged to a 25% restocking fee and return freight

Effective January 2020, Currey & Company will require a Return Authorization Request form be completed for all returns. Contact Customer Service for further instructions.

INSTALLATION

Currey & Company is not responsible for damages caused during or due to improper installation. If you have questions concerning the installation of permanent fixtures, please contact a local licensed electrician.

Never install damaged merchandise. Currey & Company will not be responsible for damages reported after installation.

LIMITED WARRANTY

Currey & Company warrants its products for one year against defects in materials and workmanship.

ECOMMERCE

Retailers wishing to market Currey & Company product through an ecommerce channel, must submit a request in writing for approval. The marketing of our product without prior approval is prohibited and a violation of The Digital Millennium Copyright Act (DMCA). Each request must include the associated domain(s) through which our product is to be marketed. If the website is not live, we will require a link to a staging site for review. Currey & Company prohibits the marketing of its product through any unapproved third-party site.

Underwriter's Laboratory Certification, UL

Currey & Company lighting products are designed and engineered to meet the rigid safety standards established by Underwriter's Laboratory and bear the UL/CUL label (E141302 or E163523 for the United States and Canada).

European Certification, CE

Currey & Company lighting products can be manufactured to meet European standards. Please contact our customer service department (678-533-1500) to determine additional charges.

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Our product designs are protected under the laws of the United States of America including the United States Copyright Act. Any infringement will be vigorously prosecuted. Reproduction of any images, either electronic or printed, is strictly prohibited without written authorization of an Officer of the Corporation.

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IMAP Policy
Winter 2022

INTERNET MINIMUM ADVERTISING (IMAP) POLICY

Currey & Company ("Currey") has adopted this Policy applicable to all Currey & Company customers effective December 15, 2013 with respect to the customers' advertising over the Internet of products supplied by Currey.

1. Each Currey customer remains free to establish its own resale prices. However, a customer may not (a) advertise or otherwise promote Currey products over the Internet at a net price (final price paid net of any discounts, coupons, promotions) that is less than the Internet Minimum Advertised Price (IMAP) established by Currey or (b) sell Currey product to any other person who advertises or otherwise promotes Currey products over the Internet at a net price less than the IMAP established by Currey.

IMAP is equal to Currey Retail List Price multiplied by .88

**Example: \$100.00 = Retail Price per Currey Price list
\$88.00 = IMAP Price**

2. If a customer violates this IMAP policy, Currey will request the customer to cease advertising or promoting products on the Internet in violation of IMAP policy. Failure to comply with our requests will result in Currey ceasing to accept from and/or ship orders for said customer.

3. In executing this policy, Currey will act at all times unilaterally, and will neither solicit, consider nor agree to any recommendation, request or demand of any other person. All matters of interpretation and application of the terms of this policy and all matters concerning enforcement of this policy shall remain with the sole, unilateral authority of Currey.

Each Currey customer is free to decide independently whether or not to follow this policy. Currey neither seeks, nor will accept, any assurance of compliance or agreement from a customer regarding this policy. Nor will Currey discuss any conditions of acceptance related to this policy. No one is, has been or will be authorized to modify or alter this policy, or to bind Currey to any action inconsistent with its terms.

Currey IMAP administrator can be reached directly at ImapAdmin@curreyco.com.

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